



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Room 172
Center City, MN 55012-9663

Commissioners:
District 1
Chris DuBose
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Mike Robinson

REGULAR MEETING – Wednesday, January 19, 2022 County Board Room, Room 172

6:30 p.m. Convene; Pledge of Allegiance; Approve Agenda

Road & Bridge Committee of the Whole:

Discussion

1.) County Engineer's Report TAB 1

Items for Committee Review/Recommendation: (discussed in detail as requested)

2.) Bridge 13507 Replacement Project TAB 2

3.) CSAH 26 Reconstruction Project TAB 3

4.) County Road 55 Paving Project TAB 4

5.) County Road 79 Paving Project TAB 5

7:00 p.m. Citizen's Forum

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. You will be limited to three minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak that night."

Board of Commissioners' Consent Agenda:

1.) R&B Committee Recommendation – County Engineer's Report TAB 1

2.) R&B Committee Recommendation – Bridge 13507 Replacement Project TAB 2

3.) R&B Committee Recommendation – CSAH 26 Reconstruction Project TAB 3

4.) R&B Committee Recommendation – County Road 55 Paving Project TAB 4

5.) R&B Committee Recommendation – County Road 79 Paving Project TAB 5

6.) Minutes from the January 4, 2021 Organizational Meeting TAB 6

7.) Payment of County's Warrants and Miscellaneous Bills TAB 7

Environmental Services/Zoning Report – Kurt Schneider, Director

8.) Director's Report TAB 8

9.) 2022 & 2023 Natural Resources Block Grant Agreement TAB 9

10.) Natural Resources Block Grant Septic System (SSTS) Upgrade Grant Policy TAB 10

11.) City of Shafer Inspection Services Agreement TAB 11

12.) Douglas Johnson "DJ's Dream" Preliminary Plat & Rezoning TAB 12

13.) Jason Klar CUP – Carry Classes / Outdoor Shooting Area TAB 13

14.) Draft Zoning Ordinance Amendment – Commercial Shooting Ranges TAB 14

15.) East Metro Water Resource Education Program Service Agreement (EMWREP) TAB 15

16.) 2021 Lower St. Croix Watershed Partnership County Conservation Award TAB 16

17.) Comfort Lake Forest Lake Watershed District Presentation TAB 17

- Michael Kinney, Administrator

Other Business of the County Board

18.) 2022 Citizen Appointments to Various Boards/ Committees/Commissions TAB 18

19.) Annual Report - 2022 Recorders Office	TAB 19
20.) Resolution Authorizing Signature on the County Bank Account	TAB 20
21.) Resolution Authorizing HAVA Grant Application	TAB 21
22.) SHIP Grant Agreement – Taylors Falls Elementary	TAB
23.) Application to Conduct Excluded Bingo – Chisago Lakes Area Wrestling Foundation	TAB 23
24.) Teamsters and LELS Union Contracts for 2022	TAB 24
25.) HUB Service Agreement & Scope of Services	TAB 25

Discussion Items:

- Correspondence
- Administrator Updates
- Commissioner Committee Reports

CORR.

Adjourn Meeting of the Board of Commissioners





CHISAGO COUNTY
DEPARTMENT OF PUBLIC WORKS
 Mail: 313 North Main Street, Room 400
 Center City, MN 55012-9863
 Office: 31325 Oasis Road, Center City, MN 55012-9863
 Phone (651) 213-8700
 Fax (651) 213-8772

Joe Triplett, P.E.
 Director | County Engineer

 Ben Hobert, P.E.
 Assistant County Engineer

 Paul Gibson, L.S.
 County Surveyor

 Bruce Lind
 Maintenance Superintendent

 Ben Utech
 Traffic Operations Manager

 Barbara Shimmom
 Finance | Office Manager

PUBLIC WORKS MEMORANDUM

TO: Chisago County Board of Commissioners
FROM: Joe Triplett, P.E.
DATE: January 12, 2022
RE: Public Works Director's Report

***NOTE:** I will be appearing remotely as I will be attending our annual Minnesota County Engineers Association conference*

Project Update:

- CSAH 26 Reconstruction. Approval & award at tonight's meeting
- CR 56 Bridge Replacement. Approval & award at tonight's meeting
- CSAH 23/CSAH 24 Roundabout. Awaiting authorization to advertise from Mndot (due to federal funds on project)
- CR 79 Paving. Opened bids Jan. 11. Approval & award at tonight's meeting
- CR 55 Paving. Opened bids Jan. 11. Approval & award at tonight's meeting
- CR 60 and CSAH 19 projects set to open bids on Feb. 1
- Working on prelim designs for CR 70, CR 59, CR 76 and CSAH 6 projects for next year.
- Working on obtaining a Right of Way proposal for acquisitions services. With 4 reconstruction projects in 2023, we will need to work with many parcel owners to acquire the right of way required to construct our projects.

CSAH 6 Update

We are working on the CSAH 6 realignment project in Nessel Township. This project will reconstruct CSAH 6, realigning a portion of the highway to allow for a direct route between CSAH 4 and TH 65 in Stanchfield. It will also involve turning back a portion of the existing highway to the township as well as taking over a portion of a township road. Will continue to work with the Township on this project and its implications.

CR 56 State Bridge Bonding

I was able to secure \$334,839 in State Bridge Bond funding. This represents almost 91% of the construction cost of the project, leaving us to contribute the final \$34,551. To receive those funds, The Board will need to pass the resolution and approve the agreement included in your packet.

CSAH 17 Extension Project

Preliminary work continues on this project. We are currently working on the traffic study, meeting with permitting agencies and working on the public engagement. We are looking to schedule our first public open house on March 3rd.

LiDAR Data

Working on finalizing the agreement with MNIT for the LiDAR survey data. Initial estimates were around \$200k for the entire county, however, it now looks like it will be closer to \$140k. I am looking to have that to the Board for consideration in February.

TH 8 Update

Working on getting the preliminary layout approved by Mndot so we can move into final design. I am hoping to have the JPA from Mndot as well so that we can start on right of way work. I am gearing up for working with the Legislature on a funding request for the project for this session.

Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 2
Title of Item for Consideration: Bridge 13507 Replacement Project	
Action Requested by: Joe Triplett, Director	Department: Public Works
Previous Action on this Matter: None.	
<p>Background: The County has bid the Bridge 13507 Bridge Replacement Project. The bridge is located on CR 56 in Rushseba Township. The County received 9 bids ranging from the low bid of \$369,390.20 to the high bid of \$778,706.36. Engineer Estimate was \$449,205.75. Ashwill of Cokato, MN, is the apparent low bidder. County Engineer Triplett was also successful in obtaining State Bridge bond funding for the project. The County will receive \$334,839.00, which represents almost 91% of the construction cost.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Contract Bridge bonding agreement Resolution 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the project, pass the resolution and approve the agreement. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to award and approve the project, pass the resolution and approve the agreement at tonight’s meeting.”</i></p>	
<p>Implications of Action: Approval will allow the County to construct the project and accept State funding.</p> <p>Budget/Financial Implications: Funding for project will come from 03-325-6604 & from the State</p> <p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.</p>	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Project Contract for Bridge 13507 Replacement Project

This Agreement entered into this ____ day of _____ 20__.

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Ashwill Companies, a Minnesota Corporation,
PO Box 507, Cokato, Minnesota 55321

The Project: Bridge 13507 Replacement Project
S.A.P. 013-598-010

Department and Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
- (A) This Contract;
 - (B) The Instructions to Bidders;
 - (C) The Bid/Proposal Form;
 - (D) The General Conditions of the Contract;
 - (E) Project Manual;
 - (F) Drawings, Schemes and Designs and Specifications;
 - (G) All Modifications issued after execution of this Contract;
 - (H) Bonds and Insurance;
 - (I) The Contractor's final proposal.
- 1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.
- 1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the Bridge 13507 Replacement Project (S.A.P. 013-598-010), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.
- 3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.
- 3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.

3.4 This Contract allows for a flexible starting date to occur after June 13, 2022. However, the Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. **The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.**

3.5 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract in no more than 20 Working Days.

3.6 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before September 2, 2022.

3.7 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 calendar days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

3.8 The Contractor must not perform work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

(A) If the Contractor chooses not to work at all on the day before the holiday period, then the Department will not assess working day charges.

(B) If the Contractor chooses to work before 12:00 noon on the day before the holiday period (or later than 12:00 noon if approved by the Engineer), then the Department will assess working day charges only for the actual hours worked.

3.9 The Department will base working day charges on a 10 hour working day.

3.10 The Department based Contract Time (Completion Date) on an anticipated 5 day work week, Monday through Saturday.

3.11 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 calendar days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Three hundred sixty-nine thousand three hundred ninety dollars and twenty cents (\$369,390.20).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 Termination for Insufficient Funding. County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or faxed notice to the Contractor within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provided in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the county or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County from liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Tom Kenning
Ashwill Companies
P.O. Box 507
Cokato, MN 55321
(763) 300-0210
tom@ashwillcompanies.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than ~~forty (40)~~ full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than ~~forty (40)~~ full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
 - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
- 4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor represents that the persons/party executing this Contract is duly authorized to bind the Contractor hereto.

COUNTY OF CHISAGO

BY: _____
Chisago County Board Chair

Dated: _____

Attest: _____

CONTRACTOR: ASHWILL COMPANIES

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

By: _____
(Signature) (Title)

Dated: _____

Print: _____

I, _____ (individual's name) the _____ (title) of
_____ (company name), being duly sworn, represent and
warrant that I am authorized by law and all necessary action to execute this agreement on behalf of the
organization/corporation, intending this Agreement to be a legally binding obligation of the entity.

Sworn before me this ____ day of _____, 20__

Notary Public

Reviewed as to Form:
JANET REITER
CHISAGO COUNTY ATTORNEY

By: _____
Jeffrey B. Fuge
Assistant County Attorney
Date: January 7, 2022

**LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation ("MnDOT") and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

**Chisago County Public Works
313 North Main Street
Room 400
Center City, MN 55012**

Contact: Joe Triplett, Director | County Engineer

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 013-598-010	\$334,839.00	\$34,551.20	December 31, 2024

3. Total Amount of LBRP Grant for all projects under this Agreement: \$ 334,839.00
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule, Workforce Certificate, and Equal Pay Certificate
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: Not Applicable
6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)
CHISAGO COUNTY

By: _____
Name: _____
Title: Chairman of County Board of
Commissioner

Date: _____

ATTEST:

By: _____
Christina Vollrath, Clerk to the Board
Title: _____

Date: _____

APPROVED AS TO FORM:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant County Attorney
Date: December 21, 2021

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: _____
Title: State Aid Programs Engineer

Date: _____

Office of Financial Management, Grant Unit

By: _____
Agency
Grant Supervisor
Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____
Contract Administrator
Date: _____

EXHIBIT A
SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
LBRP Grant	\$ <u>334,839.00</u>	Grant Funds:	
Other:		Bridge Construction	\$334,839.00
	\$ _____		\$ _____
	\$ _____		\$ _____
	\$ _____		\$ _____
Subtotal	\$334,839.00	Subtotal	\$334,839.00
Public Entity Funds:		Items paid for with Non-LBRP Grant Funds:	
Matching Funds			
Local Match	\$ <u>34,551.20</u>	Bridge Construction	\$34,551.20
Other:		Approach grading	
	\$ _____	Turf Establishment	
	\$ _____		\$ _____
	\$ _____		\$ _____
Subtotal	\$34,551.20	Subtotal	\$34,551.20
TOTAL FUNDS	\$369,390.20	TOTAL PROJECT COSTS	\$369,390.20

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Letting Date:	December 14, 2021
Construction Start:	July 18, 2022
Construction Completion:	October 14, 2022
Project Final:	on or before December 31, 2024

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and or easement interest in the real property located in the County of Chisago, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20____; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

Chisago County [name of
Public Entity grantee], a political subdivision of
the State of Minnesota

By: _____

Name: _____

Title: Chisago County Board Chair

By: _____

Name: Chase Burnham

Title: Chisago County Administrator

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT F
GENERAL TERMS AND CONDITIONS FOR
LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

Article I
DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

"Advance(s)" - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

"Certification" - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

"Code" - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner" - means the Commissioner of Minnesota Management & Budget.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012, as it may be amended or supplemented.

"Completion Date" - means the projected date for completion of the Project as indicated in the Agreement.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

"G.O. Bonds" - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

"Grant Application" - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

"LBRP Grant" - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

"LBRP" - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

"MnDOT" - means the Minnesota Department of Transportation.

"Outstanding Balance of the LBRP Grant" - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

"Project" - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

"Public Entity" - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

"Real Property" - means the real property identified in the Agreement on which the Project is located.

Article II

GRANT

Section 2.01 Grant of Monies. MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city

street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LBRP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.
- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is

expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 Additional Funds. If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 Condition Precedent to Any Advance. The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRR Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 Processing and Disbursement of Advances. The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 Construction Inspections. The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 Insurance. If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 Condemnation. If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the

condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the

provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briesse, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 Assignment or Modification. Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 Waiver. Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 Antitrust Claims. The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 Entire Agreement. The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 Title VI/Non-discrimination Assurances. Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

RESOLUTION
For Grant Agreement to State Transportation Fund
(Local Bridge Replacement Program)
Grant Terms and Conditions
SAP 013-598-010

Date

WHEREAS, Chisago County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No.13J23; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$334,839.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Chisago County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 3	
Title of Item for Consideration: CSAH 26 Reconstruction Project		
Action Requested by: Joe Triplett, Director	Department: Public Works	
Previous Action on this Matter: None.		
<p>Background: The County has bid out the CSAH 26 Reconstruction Project. Project lies between TH 8 and CSAH 37 in Chisago Lake Township. The County received 9 bids ranging from the low bid of \$1,742,840.35 to the high bid of \$2,454,204.49. Peterson Companies of Chisago City is the apparent low bidder.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> • Contract 		
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the project. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to award and approve the project at tonight’s meeting.”</i></p>		
<p>Implications of Action: Approval will allow the County to construct the project</p> <p>Budget/Financial Implications: Funding for project will come from 03-325-6605</p> <p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.</p>		
Administrator’s Recommendation		
Approve	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____
Abstain _____		

Project Contract for CSAH 26 Reconstruction Project

This Agreement entered into this ____ day of _____ 20__.

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Peterson Companies, Inc., a Minnesota Corporation,
8326 Wyoming Trail, Chisago City, Minnesota 55013

The Project: CSAH 26 Reconstruction Project
S.A.P. 013-626-008

Department and Engineer: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
 - (A) This Contract;
 - (B) The Instructions to Bidders;
 - (C) The Bid/Proposal Form;
 - (D) The General Conditions of the Contract;
 - (E) Project Manual;
 - (H) Drawings, Schemes and Designs and Specifications;
 - (I) All Modifications issued after execution of this Contract;
 - (J) Bonds and Insurance;
 - (K) The Contractor's final proposal.
- 1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.
- 1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CSAH 26 Reconstruction Project (S.A.P. 013-626-008), all in conformance with the Contract Documents as listed in Article I.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.
- 3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.
- 3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.

3.4 This Contract allows for a flexible starting date to occur after June 8, 2022. However, the Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.5 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before August 26, 2022.

3.6 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

3.7 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.8 The Department based Contract Time (Completion Date) on an anticipated 5-day Work week, Monday through Friday.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: One million seven hundred forty-two thousand eight hundred forty dollars and thirty-five cents (\$1,742,840.35).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 Termination for Insufficient Funding. County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or faxed notice to the Contractor within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4. Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or

provide in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the county or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County from liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
Jon Peterson
Peterson Companies, Inc.
8326 Wyoming Trail
Chisago City, MN 55013
(651) 257-6864
jpete@petersoncompanies.net

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contractor which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension

or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

(C) Minnesota R. 5000.3400-5000.3600.

1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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Dated: _____

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Dated: _____

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Sworn before me this _____ day of _____, 20_____

By: Jeffrey B. Fuge
Jeffrey B. Fuge
Assistant County Attorney
Date: January 7, 2022

Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 4	
Title of Item for Consideration: County Road 55 Paving Project		
Action Requested by: Joe Triplett, Director	Department: Public Works	
Previous Action on this Matter: None.		
Background: The County bid out the CR 55 Paving Project. Project lies between 517 th Street and CR 56 in Rushseba Township. The County received 2 bids ranging from the low bid of \$561,821.35 to the high bid of \$691,627.65. Engineer's Estimate was \$601,750. Knife River Corporation of Sauk Rapids is the apparent low bidder.		
Attachment(s): <ul style="list-style-type: none"> Contract 		
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the project. The following motion is suggested: <p style="text-align: center;"><i>"Move to award and approve the project at tonight's meeting."</i></p>		
Implications of Action: Approval will allow the County to construct the project.		
Budget/Financial Implications: Funding for project will come from 03-325-6604.		
Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.		
Administrator's Recommendation		
Approve	Deny _____	Other _____
Motion By: _____		Seconded by: _____
To: _____		
Action on Motion:	Aye _____	Nay _____
Abstain _____		

Project Contract for County Road 55 Surfacing Project

This Agreement entered into this ____ day of _____, 20____,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Knife River Corporation, a Minnesota Corporation,
4787 Shadow Wood Dr. NE, Sauk Rapids, Minnesota 56379

The Project: County Road 55 Surfacing Project
CP 13-55-22

Engineer/Department: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
 - (A) This Contract;
 - (B) The Instructions to Bidders;
 - (C) The Bid/Proposal Form;
 - (D) The General Conditions of the Contract;
 - (E) Project Manual;
 - (H) Drawings, Schemes and Designs and Specifications;
 - (I) All Modifications issued after execution of this Contract;
 - (J) Bonds and Insurance;
 - (K) The Contractor's final proposal.
- 1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.
- 1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the County Road 55 Surfacing Project (CP 13-55-22), all in conformance with the Contract Documents as listed in Article 1.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.
- 3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 This Contract allows for a flexible starting date to occur after spring road restrictions have been lifted. However, the Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.4 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before June 17, 2022.

3.5 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

3.6 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.7 The Department based Contract Time (Completion Date) on an anticipated 5-day Work week, Monday through Friday.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Five Hundred Sixty-one Thousand Eight Hundred Twenty-One Dollars and Thirty-Five Cents (\$561,821.35).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 Termination for Insufficient Funding. County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or faxed notice to the Contractor within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

7.2 If at any time the County determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or

provide in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County form liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County. The County will not consent to assignment until the County and Contractor's assigns have entered into an agreement in which Contractor's assigns agrees to be bound by the terms of this agreement.

10.2 The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012
(651)213-8700 (office)
(651)213-8772 (fax)
joe.triplett@chisagocounty.us

The Contractor:
John Quade
Knife River Corp.
4787 Shadow Wood Dr. NE
Sauk Rapids, MN 56379
(320) 251-9472
krcmn.subquotes@kniferiver.com

ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

12.2 Contractor shall retain all records concerning this agreement and the work performed as required by this agreement for a period of six (6) years following project completion or termination of this agreement, as appropriate.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of

Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.

- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

- (C) Minnesota R. 5000.3400-5000.3600.

1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.

4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 5	
Title of Item for Consideration: County Road 79 Paving Project		
Action Requested by: Joe Triplett, Director	Department: Public Works	
Previous Action on this Matter: None.		
<p>Background: The County has bid out the CR 79 Paving Project. Project lies between TH 95 and CR 71 in Chisago Lake Township. The County received 6 bids ranging from the low bid of \$888,660.50 to the high bid of \$1,274,075.40. Engineer's Estimate was \$961,189.60. Knife River Corporation of Sauk Rapids is the apparent low bidder.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Contract 		
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners award and approve the project. The following motion is suggested:</p> <p style="text-align: center;"><i>"Move to award and approve the project at tonight's meeting."</i></p>		
<p>Implications of Action: Approval will allow the County to construct the project.</p> <p>Budget/Financial Implications: Funding for project will come from 03-325-6604.</p> <p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.</p>		
Administrator's Recommendation		
Approve	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____
Abstain _____		

Project Contract for County Road 79 Paving Project

This Agreement entered into this ____ day of _____ 20____,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,
313 North Main Street, Rm 400, Center City, Minnesota,
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Knife River Corporation, a Minnesota Corporation,
4787 Shadow Wood Dr. NE, Sauk Rapids, Minnesota 56379

The Project: County Road 79 Paving Project
CP 13-79-22

Engineer and Department: Joe Triplett, P.E.
Director | County Engineer
Chisago County Public Works

The County and the Contractor agree as set forth below:

ARTICLE I – THE CONTRACT DOCUMENTS.

- 1.1 The Contract Documents, in order of priority, consist of:
 - (A) This Contract;
 - (B) The Instructions to Bidders;
 - (C) The Bid/Proposal Form;
 - (D) The General Conditions of the Contract;
 - (E) Project Manual;
 - (H) Drawings, Schemes and Designs and Specifications;
 - (I) All Modifications issued after execution of this Contract;
 - (J) Bonds and Insurance;
 - (K) The Contractor's final proposal.
- 1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.
- 1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

ARTICLE II – THE WORK

2.1 The Contractor shall perform all the Work required by the Contract Documents for the County Road 79 Paving Project (CP 13-79-22), all in conformance with the Contract Documents as listed in Article 1.

ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.
- 3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 This Contract allows for a flexible starting date to occur after spring road restrictions have been lifted. However, the Contractor may not start construction operations prior to Contract Approval, Notice to Proceed, and Engineer approved construction schedule. The Contractor must notify the Engineer, in writing, at least two (2) weeks prior to the selected date. The Contractor shall submit to the Engineer, in writing, their construction schedule prior to the preconstruction meeting.

3.4 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before June 17, 2022.

3.5 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

3.6 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.7 The Department based Contract Time (Completion Date) on an anticipated 5-day Work week, Monday through Friday.

ARTICLE IV – CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Eight Hundred Eighty-eight Thousand Six Hundred Sixty Dollars and Fifty cents (\$888,660.50).

ARTICLE V – PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

ARTICLE VI – FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

ARTICLE VII – TERMINATION

7.1 Termination for Insufficient Funding. County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or faxed notice to the Contractor within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

7.2 If at any time the County determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

ARTICLE VIII - INSURANCE

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

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8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

ARTICLE IX - INDEMNIFICATION

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or

provide in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County from liability for damages.

ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT AND ASSIGNMENT AGREEMENT

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County. The County will not consent to assignment until the County and Contractor's assigns have entered into an agreement in which Contractor's assigns agrees to be bound by the terms of this agreement.

10.2 The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

ARTICLE XI - NOTICES

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:
Joe Triplett, Chisago County Engineer
31325 Oasis Rd.
Center City, MN 55012
(651)213-8700 (office)
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John Quade
Knife River Corp.
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ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

12.2 Contractor shall retain all records concerning this agreement and the work performed as required by this agreement for a period of six (6) years following project completion or termination of this agreement, as appropriate.

ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of

Compliance, said Contactor must certify that it is in compliance with federal affirmative action requirements.

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- (C) Minnesota R. 5000.3400-5000.3600.

1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
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 - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.

4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

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CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Tuesday, January 4, 2022

At 9:00 a.m., Tuesday, January 4, 2022 in the Board Room of the Government Center, the Clerk of the Board convened the Annual Organizational Meeting of the Chisago County Board of Commissioners with the following members present: DuBose, Greene, Dunne, Montzka, and Robinson. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

The Clerk of the Board led the assembly in the Pledge of Allegiance.

The Clerk of the Board called for a motion to approve the Agenda.

On motion by DuBose, seconded by Greene, the Board moved to approve the Agenda for the Board of Commissioners meeting. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

The Clerk of the Board then called for nominations for Chair for 2022.

Commissioner Montzka nominated Commissioner Greene. Upon multiple calls, there were no other nominations.

The Clerk then called for a roll call vote of the candidates: Commissioner Robinson voted for Commissioner Greene. Commissioner Montzka voted for Commissioner Greene. Commissioner Greene voted for himself. Commissioner Dunne voted for Commissioner Greene. Commissioner DuBose voted for Commissioner Greene, whereupon the Clerk declared Commissioner Greene as Chair of the Board for 2022.

The newly declared Chair for 2022, Commissioner Greene, called for nominations for Vice Chair for 2022.

Commissioner DuBose nominated Commissioner Dunne. Commissioner Robinson nominated Commissioner Montzka. Upon call, there were no other nominations. Chair Greene called for a roll call vote, whereupon the Chairperson declared Commissioner Montzka as Vice-Chair of the Board for 2022.

2022 Board Chair Greene – Opening Remarks

On motion by Montzka, seconded by DuBose, the Board moved to adopt the attached Chisago County Board of Commissioner's Operating Guidelines for 2022. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

Commissioner Montzka offered a motion to adopt the 2022 Chisago County Board of

Commissioners Meeting Schedule via the attached Resolution. Motion seconded by Robinson. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. Robinson **OPPOSED:** None.

Commissioner Robinson offered a motion to establish the 2022 mileage reimbursement rate equal to the federal maximum allowable rate: as \$0.585 per mile, and to establish the 2022 mileage reimbursement rate at \$0.35 per mile, when at the driver's discretion, a personal vehicle is used, rather than an available County vehicle and the rates set by the GSA for lodging and meals. Motion seconded by Montzka. The original motion **carried** as follows: The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve the attached resolution affirming the County's policy regarding routine Personnel and Human Resource Actions. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve, by Resolution, the 2022 Commissioners' Committee Assignments, as designated at today's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to designate the Chisago County Press as the Newspaper for Official Publications pursuant to M.S. 331A.05 subd. 5, for Official Publications for 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to appoint Rebecca Strand as a representative on the Board of Appeal and Adjustment for District 2 effective January 4th, 2022 thru January 4th, 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to appoint Allyssa Sowka as representative on the Citizens Review Panel effective January 4th, 2022 thru January 4th, 2024. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to appoint Jeske Noordergraaf as a representative on the Extension Committee for District 2 effective January 4th, 2022 thru January 4th, 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to appoint Charles Yeager as a representative on the Extension Committee for District 4 effective January 4th, 2022 thru January 4th, 2025. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to appoint Cathy Bennett as a representative on the HRA-EDA for District 3 effective January 4th, 2022 thru January 4th, 2026. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to appoint Jolene Wille as a representative on the Park Board for District 1 effective January 4th, 2022 thru January 4th, 2025. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Robinson, seconded by Montzka, the Board moved to appoint Frank Storm as a representative on the Park Board for District 5 effective January 4th, 2022 thru January 4th, 2025. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by DuBose, seconded by Robinson, the Board moved to appoint Jim McCarthy as the District 2 representative on the Planning Commission effective January 4th, 2022 thru January 4th, 2025. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Robinson, seconded by DuBose, the Board moved to appoint John Sutcliffe as an At Large representative on the Planning Commission effective January 4th, 2022 thru January 4th, 2025. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Robinson, seconded by Montzka, the Board moved to appoint Jolene Wille as an At Large representative on the Planning Commission effective January 4th, 2022 thru January 4th, 2025. The motion carried as follows: **IN FAVOR THEREOF:** Greene, Montzka, Robinson **OPPOSED:** DuBose, Dunne.

On motion by Robinson, seconded by DuBose, the Board moved to appoint Dawn White as a representative on the Water Plan Policy Team effective January 4th, 2022 thru January 4th, 2025. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Robinson, seconded by Montzka, the Board moved to set the 2022 Ditch Levies at a 10% increase over 2021 as shown in the January 4, 2022 County Auditor-Treasurer Memo. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

The Chair opened the Citizen's Forum and 0 citizens spoke at the meeting. 0 letters or emails were submitted.

Board of Commissioners' Consent Agenda:

12. Authorize Payment of County's Warrants and Miscellaneous Bills
13. Approve Minutes from the December 15, 2021 Regular Meeting

14. Acceptance of 2021 Chisago County Donations
15. Authorization for County Auditor-Treasurer to Transfer Funds

On motion by Robinson, seconded by Dunne, the Board moved to approve the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Lease Agreement between County of Chisago and Arrowhead Transit for 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Robinson, seconded by Dunne, the Board moved to approve the CSAH CP 013-064-021 CR 64 and 65 Resurfacing final payment. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve a letter of support for Lakes Area Law Enforcement and Training Center State Bonding request. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve the two-year State of Minnesota Off Highway Vehicle Safety Grant for State fiscal years 2022 and 2023. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve the Hazard Mitigation Assistance Agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by DuBose, the Board moved to approve the Out of State Travel Request for Kim Booker to travel to Connecticut to provide child protective services to a client that is residing in a specialized facility. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve the Professional/Technical Services Contract between Chisago Lakes Achievement Center and Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the order form and attachment for renewal of the Westlaw legal research subscription between Thomson Reuters and Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to approve the

agreement for Building Plan Review, Building Code Inspection, Septic Plan Review & Septic Inspection Services by and between Chisago County and the Township of Lent as presented. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

County Administrator Chase Burnham provided administrative updates and correspondence. *No action taken.*

Several Commissioners offered reports of their respective committee assignments. *No action was taken.*

On motion by DuBose, seconded by Montzka, the Board adjourned at 10:03 a.m. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

Commissioner Greene, Chair

Attest: _____
Christina Vollrath
Clerk, County Board

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CHISAGO COUNTY
BOARD OF COMMISSIONERS
January 19, 2022

TAB # 7

Payment of County's Warrants & Miscellaneous Bills

Bills to be Paid 1/20/2022 \$415,306.09

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
1/7/2021	\$102,711.21		County's Warrants
1/7/2021	\$29,918.29	01/19/2022	Auditor's Warrants
1/14/2021	\$500.00		County's Warrants
1/14/2021	-	01/19/2022	Auditor's Warrants

Lake Area Bank; Derek Anklan; Sheriff; supplies; \$558.37

Lake Area Bank; Matthew Beckman; Sheriff; training; \$920.00

Lake Area Bank; Bridgitte Konrad; Auditor; training; \$510.00

Lake Area Bank; Andrew Mahowald; Sheriff; supplies; \$1,536.04

Lake Area Bank; Kyle Puelston; Sheriff; registration, supplies; \$15.04

Lake Area Bank; Janet Reiter; Attorney; registration; \$1,065.00

Lake Area Bank; Kurt Schneider; Environmental Services; registration; \$65.00

Lake Area Bank; Joseph Tart; Parks; registration; \$135.00

Lake Area Bank; Jake Thompson; Enterprise; supplies; \$141.00

Lake Area Bank; Joseph Triplett; Public Works; conference, registration; \$2,312.00

Lake Area Bank; Dennis Wilton; Enterprise; supplies; \$185.24

Lake Area Bank; Justin Wood; Sheriff; supplies; \$1,289.99

*****Over 60 Days*****

Charles Yeager (Planning Commission) 11/4 - \$62.32

PLANNING COMMISSION

2021 Per Diem / Mileage Reimbursement Request



Name: Charles Yeager
26169 Galen Dr
Wyoming, MN 55092

Date	Destination / Reason for Trip	Per Diem	Beginning Odometer	Ending Odometer	Mileage	Mileage x .56
	Planning Commission Special Meeting				0	
	@ Chisago County Government Center				0	
					0	
11/4/2021	Planning Commission Meeting	\$ 50.00			22	\$ 12.32
	@ Chisago County Government Center				0	
					0	
					0	
	mileage on file with County Auditor				0	
	22 MILES ROUND TRIP				0	
					0	
	note				0	
	Mtgs are held 1st Thursday every month				0	
	Tours usually held 2 days prior to meeting				0	
		\$ 50.00			22	\$ 12.32

Per resolution 020123-7 claims must be submitted no later than 60 days following the date of the incurrence.

Signature of Claimant Charles Yeager Per Diem 01-127-6111 \$ 50.00
Mileage 01-127-6330 \$ 12.32

I declare under the penalty of perjury that this claim is just and correct, that the expense sought to be reimbursed was actually paid or incurred by claimant and that no part of it has been paid. Total Reimb \$ 62.32
Requested

Approved / Reviewed By BJ

Approved based on the knowledge of the necessity for travel & expense. And on the basis of compliance with all provisions of county travel & mileage reimbursement policies.

Auditor's Office

Vendor Number	24095
Date Paid	
Warrant Number	



Chisago County Department of
Environmental Services and Zoning
313 No. Main St. #243
Center City, MN 55012
651-213-8374 ~ kmschne@co.chisago.mn.us

Memo

To: Chisago County Board of Commissioners
From: Kurt Schneider, Director Environmental Services & Zoning
Date: January 12, 2022
Re: January 19, 2022 Directors Report

Enclosed within your packets are the following Department of Environmental Services and Zoning presentation/action item(s). Action items are further detailed in their corresponding Request for Board Action (RBA) reports. Please contact the Department if you have any questions or concerns or wish to view detailed Action Item hearing or file documents in advance of your January 19, 2022, Board meeting.

Action Items:

1. Receive Directors Report
2. 2022 & 2023 Natural Resources Block Grant Agreement
3. Natural Resources Block Grant Septic System (SSTS) Upgrade Grant Policy
4. City of Shafer Inspection Services Agreement
5. Douglas Johnson "DJ's Dream" Preliminary Plat & Rezoning
6. Jason Klar CUP – Major Home Occupation Permit to Carry Classes / Outdoor Shooting Area
7. Draft Zoning Ordinance Amendment – Commercial Shooting Ranges
8. East Metro Water Resource Education Program Service Agreement (EMWREP)

Informational Item(s):

Board of Adjustment and Appeals:

The next regularly scheduled Board of Adjustment meeting is scheduled for January 27, 2021 at 7:00 pm. at the Government Center. The Board will also meet on January 26th, at 8:15 A.M. departing from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Item(s) for consideration include:

1. Organizational Meeting Appointments and Operations Resolution Review
2. Spencer Richards of 46340 Beach Road, Fish Lake Township, S10, T36, R22 (PID# 03.01183.00). is requesting a Variances to construct a garage 15' from the road right-of-way; an addition to the existing dwelling that will encroach into the required minimum 20' setback to the septic system; and to construct an addition to the existing dwelling 5' from the southern property line.

Planning Commission:

The regularly Planning Commission meeting is scheduled for Thursday, February 3, 2022, at 7:00 p.m. in the Lower Level of the Chisago County Government Center. The Commission will also meet on February 1st at 9:00 A.M. departing from Public Works at 31325 Oasis Road, Center City, MN to conduct organized tours of the agenda item properties. Items for consideration include:

1. Wild Mountain Properties, LLC - Andrew Olson and Mark Olson, officers of Wild Mountain Properties, LLC, are requesting a Conditional Use Permit Amendment to increase the number of campsites from 13 up to 30 at the Recreational Camping Area, as well as Amendments to other conditions approved in April 2021. The property is zoned Agricultural (AG) District and located at 16906 Wild Mountain Road, Amador Township, S19, T35, R19. (PID #01.00096.00).

General Department Informational Item(s):

Construction & permit activity was consistent if not stronger than recent years. year to date revenue as of end of year reached \$900,000 representing 111% of projected budget. The December/2021 Year End permit activity data is provided as *attached*.

As required annual organizational meeting process, both the Planning Commission and Board of Appeals and Adjustment are charged with reviewing and offering formal recommendation of changes or amendments to the County Board concerning the *attached* Policy on Commission / Board Structure meeting Order and General Procedure: *Resolution #20/0617-1*. The Planning Commission reviewed the document at their January 6th meeting and offered no formal recommendations; the Board of Appeals and Adjustment is in review of the same at their upcoming meeting of January 27th. Staff is attaching the current copy in advance of anticipated formal consideration by the County Board in February and will forward any recommended changes or additions at that time.

The Sunrise Prairie Regional Trail State Grant Contract (*connection to the City of Harris*) and project initiation process has been substantially delayed due to state agency responsiveness concerning Natural Heritage Approval from the DNR endangered species division. Staff submitted in August 2021 and has yet to receive response causing delay in formal Grant Contract establishment. Parks staff is working diligently seeking permission to proceed with the drafting of a provisional State Grant Contract so an engineering services provider can be retained, and trail design and project initiation expenses can soon commence.

The North Branch HHW site improvement grant is also slowed and awaiting design and construction services provider establishment. Solid Waste staff are awaiting receipt of a 2nd quote for professional design/construction bid services and anticipates presenting a preferred quote and affiliated agreements to the Facilities Committee for recommendation and approval to proceed.

The Parks Department is actively plowing and maintaining parks facilities noting that the recent acquisition of a new cross country/snow trail grooming sled has been put into service with ongoing trail grooming in Ki-Chi-Saga, Fish Lake, and Dennis Frandsen Parks and trail grooming along select segments of the Swedish Immigrant Regional Trail. Thanks to recent year(s) capital investments of the county the snowmobile and grooming equipment necessary for these activities we hope the 8+ miles of winter trail grooming/use will become a more visible and efficient park activities for the public to enjoy.

December 2021 / Year End Building Report:

LOCATION	1. New Houses		2. Additions / Alterations Roofs/Decks /Wind. Foundations		3. Mechanical (gas conv. MH setup, mech/plumbing, woodstove, fireplace)		4. Accessory / pole bldg., garage, shed, pool, fence, sign		5.6 Commercial New and Additions / alteration / mechanical		7. Multi-family		8. Septic Systems		Septic Certifications	
	Dec	YTD	Dec	YTD	Dec	YTD	Dec	YTD	Dec	YTD	Dec	YTD	Dec	YTD	Dec	YTD
Amador	0	2	1	15	0	5	0	2	0	7	0	0	0	3	0	13
Center City	0	4	1	22	0	6	0	3	0	9	0	0	0	0	0	0
Chicago City	3	35	6	139	6	63	1	12	0	8	0	0	1	7	0	24
Chicago Lake	0	17	4	117	3	37	0	26	0	0	0	0	0	19	2	70
Fish Lake	0	12	1	32	2	18	0	10	0	1	0	0	0	5	1	33
Franconia	2	5	1	29	0	12	0	15	0	2	0	0	0	7	1	25
Harris	1	3	0	10	2	6	0	4	0	2	0	0	0	7	0	8
Lindstrom	2	16	3	106	4	47	0	7	0	9	0	1	0	1	0	1
Nessel	0	13	1	30	1	8	1	8	0	0	0	0	0	14	0	33
Rush City	0	17	1	27	3	12	0	4	1	5	0	0	0	0	0	0
Rushseba	0	3	2	12	0	1	0	2	0	0	0	0	0	3	1	15
Shafer	0	2	2	11	0	5	0	7	0	1	0	0	0	6	1	12
Sunrise	0	14	1	26	3	20	1	18	0	2	0	0	0	4	0	26
TOTAL:	8	143	24	576	24	240	3	118	1	46	0	1	1	76	6	250
Year to Year Comparison	Dec	YTD	Dec	YTD	Dec	YTD	Dec	YTD	Dec	YTD	Dec	YTD	Dec	YTD	Dec	YTD
2020	16	136	44	680	24	225	7	125	4	32	0	0	2	88	15	352
2019	4	133	27	762	28	225	1	113	3	47	0	0	0	76	4	230
2018	4	141	18	639	9	151	1	102	4	46	0	3	0	94	15	234
2017	2	143	14	561	21	192	3	109	2	30	0	3	2	68	18	244

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Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 9
Title of Item for Consideration: 2022 & 2023 Natural Resources Block Grant Agreement	
Action Requested by: Kurt Schneider. Director	Department: Environmental Services Department
<p>Previous Action on this Matter: The Natural Resource Block Grant (NRBG) program and agreement is an annual program and agreement presented by the State of Minnesota Board of Water and Soil Resources (BWSR). To be eligible for the NRBG, a county must have a locally adopted and BWSR approved comprehensive local water management plan (IWIP), complete the application process, satisfy any required match, and submit annual reporting. Chisago County has been a routine participant in the NRBG program.</p>	
<p>Background: The Natural Resources Block Grant (NRBG) is a composite of base grants available to local government units that help them implement programs designed to protect and improve water resources. The total grant amount for FY 2022 is \$123,383. The total grant amount for FY 2023 is currently set at \$43,886 with the routine Septic Treatment Systems (\$18,600) and potential STS Upgrade Grant (\$40,000) amounts anticipated in 2023 but not yet included.</p> <p>The FY 2022 & 2021 State of Minnesota Board of Water and Soil Resources NRBG Agreement is presented for approval. A brief summary of the FY 2022 monetary line items and individual programs under this grant agreement include:</p> <ul style="list-style-type: none"> • \$35,447 & \$25,450 Septic treatment system upgrade grant(s) for purpose of supporting installation of septic systems for low income property owners. Chisago County policy is established to award up to \$5,000 grants to qualifying property owners on a first come first served application basis. Newly sourced Legislatively appropriated funding from BWSR in the amount of \$25,450 has been added to this grant fund in 2022. • \$11,243 Local Water Management grant for the purpose of implementing comprehensive local water plans. A statutory local levy match or cash equivalent is required that is determined from a county's equalized taxable net tax capacity, as determined by the Dept. of Revenue. • \$27,700 Wetland Conservation Act grant for purpose of local administration of the Wetland Conservation Act. The grant amount is formula derived from a base amount of county WCA activity and requires a match of 1:1 cash and/or in-kind and a county must agree to transfer a minimum of \$5,000 (or 15 percent of their allocation, whichever is greatest) to the Soil and Water Conservation District for the implementation of Wetland Conservation Act activities. • \$4,943 Shoreland grant for purpose administration of state approved Shoreland management programs. This program is administered at the state level by the DNR. • \$18,600 Septic Treatment Systems grant for purpose of local administration of SSTS programming. All counties are required to pass ordinances regulating SSTS countywide. Counties that have enacted countywide ordinances and have a BWSR approved locally adopted comprehensive local water plan (IWIP) are eligible to receive this grant. 	
<p>Attachment(s):</p> <ul style="list-style-type: none"> • FY 2022/2023 Grant Agreement 	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners affirmatively approve and authorize execution of the FY 2022 & 2023 Natural Resource Block Grant Agreement. The suggested motion to accomplish this is as follows:


“Move to Approve and Authorize Execution of The FY 2022 & 2023 State of Minnesota Board of Water and Soil Resources Natural Resource Block Grant Agreement”

Implications of Action: Board approval will approve the terms of the agreement for FY 2022 and FY 2023 Natural Resource Block Grants. Payment of the 2022 grant amount will be made in one installment promptly after execution of the grant agreement.

Budget/Financial Implications: None. FY 2022 grant amounts are in line with projected budgets.

Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve 	Deny _____	Other _____
Motion By:		Seconded by:
To:		
Action on Motion:	Aye _____	Nay _____ Abstain _____

If you are not the one processing this grant, please forward these instructions to the correct person.

For all grants: Return your signed grant agreement to BWSR via email to: BWSR.grants@state.mn.us

IMPORTANT:

- Returning your grant agreement to another contact within our agency may result in delays in grant agreement execution.
- Remember to complete the Authorized Representative field, using the title (not the name) of the individual designated as the point of contact for this particular grant.
- To prevent any delays in execution please return this grant agreement before **May 1, 2022**

It is not necessary to return this page to BWSR.



BOARD OF WATER AND SOIL RESOURCES

FY 2022 and 2023 STATE OF MINNESOTA BOARD OF WATER and SOIL RESOURCES NATURAL RESOURCES BLOCK GRANT AGREEMENT

Vendor:	0000197284
PO#:	3000014003

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Chisago County, 313 N Main St Center City, Minnesota 55012 (Grantee).

This grant is for the following Grant Programs :

P23-6725	2023 - Shoreland-NRBG (Chisago County)	\$4,943
P22-6810	2022 - Septic Treatment Systems - NRBG (Chisago County)	\$18,600
P22-6292	2022 - Local Water Management - NRBG (Chisago County)	\$11,243
P23-6379	2023 - Local Water Management - NRBG (Chisago County)	\$11,243
P22-6891	2022 - Septic Treatment Systems Upgrade - NRBG (Chisago County)	\$35,447
P22-6943	2022 - BWSR Septic Treatment Systems (Chisago County)	\$25,450
P22-6466	2022 - Wetland Conservation Act - NRBG (Chisago County)	\$27,700
P23-6553	2023 - Wetland Conservation Act - NRBG (Chisago County)	\$27,700
P22-6640	2022 - Shoreland-NRBG (Chisago County)	\$4,943

Total Grant Awarded: \$167,269

Recitals

1. This Grant Agreement is for the FY 2022 and 2023 Department of Natural Resources (DNR) Shoreland, Local Water Management (LWM), Wetland Conservation Act (WCA), Subsurface Sewage Treatment System (SSTS) and FY 2022 Minnesota Pollution Control Agency (MPCA) Subsurface Sewage Treatment System (SSTS) Program Grants.
2. The Laws of Minnesota 2021, 1st Special Session, Chapter 6, Section 4(a), appropriated funds to the Board for the FY 2022 & 2023 DNR Shoreland, LWM, WCA, and SSTS.
3. The MPCA transferred to BWSR funds for their Fiscal Year 2022 SSTS Grant Programs to be allocated with this Grant Agreement.
4. Minnesota Statutes § 103B.101, Subd. 9(1), and § 103B.3369, Subd. 5 authorize the Board to award grants.
5. The Board adopted Board Order #21-36 to authorize and allocate funds for the FY 2022 and 2023 Natural Resources Block Grant (NRBG).
6. The Grantee has met the criteria established by statute, the Board, the DNR, and the MPCA, and is eligible to receive NRBG grant funds.
7. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
8. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representatives

The State's Authorized Representative is Marcey Westrick, BWSR Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is: Kurt Schneider, Environmental Services Director, Chisago county Environmental Services Department, 313 North Main Street, Suite 240, Center City, MN 55012, 651-213-8374 or his designee or successor, and has the responsibility to carry-out all matters required of Grantee under this Grant Agreement.

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantees must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.
- 1.2. **Expiration date:** December 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

2. Grantee's Duties.

- 2.1. The Grantee is responsible for the specific duties for the NRBG, as follows:
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
 - 2.2.2. **Final Progress Report:** The Grantee will submit a final progress report to the Board by February 1, 2024. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.3. A late or incomplete annual progress or final report will result in withholding of any future NRBG allocations.
- 2.3. **Compliance:** The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland) and have a DNR approved shoreland ordinance; Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Local Water Management, Wetland Conservation Act, Shoreland Management, and Subsurface Sewage Treatment Systems.
- 2.4. **Wetland Conservation Act Funds Transfer:** As required by the Board, the Grantees' participation in the NRBG is conditioned upon a transfer of funds to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 120 days of receipt of NRBG funds by the Grantee. This amount is listed on the BWSR website.

3. Time.

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment.

- 4.1. All FY 2022 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2023 grant funds will be distributed as soon as is practicable after the start of fiscal year 2023. FY 2023 grant funds may not be spent before they are received.
- 4.2. Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.
- 4.3. The Board must consult with the State agency responsible for administering the grant program before granting an amendment to the Grant Agreement, or a component thereof.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant is an advance payment. Advance payment allows the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment.

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
- 5.2. Minn. Stat. §103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or

local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

- 5.3. For the LWM, WCA and DNR Shoreland Programs, Grantees have the flexibility of determining the amount of grant funds to expend on each of these three Programs locally. This is to provide needed spending flexibility for yearly fluctuations in workload and program activity in counties and SWCDs.

6. **Assignment, Amendments, and Waiver**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to reconciliation. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and Board must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Board under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

- 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
- 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination.

- 13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. The Board may immediately terminate this Grant Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more; prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Pursuant to Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

7. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Chisago County

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

ATTEST

Title: _____

Date: _____

Reviewed and Approved as to form:

JANET REITER

CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Jeffrey B. Fuge, Assistant County Attorney
Date: January 7, 2022

Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 10
Title of Item for Consideration: Natural Resources Block Grant Septic System (SSTS) Upgrade Grant Policy	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services Department
<p>Previous Action on this Matter: The Natural Resource Block Grant (NRBG) program is an annual program presented by the State of Minnesota Board of Water and Soil Resources (BWSR). To be eligible for the NRBG programs, a county must have a locally adopted water management plan (IWIIP) and complete the necessary application and reporting process. Thru the NRBG program, Chisago County has been a routine participant in the low income SSTS repair/upgrade grant program supported by the annual award of up to \$40,000 in NRBG funds to the benefit of county residents. The subject Grant Award Policy was last reviewed in 2016.</p>	
<p>Background: The Natural Resources Block Grant (NRBG) is a composite of base grants available to local government units that help them implement programs designed to protect and improve water resources. The total low income SSTS upgrade/repair portion of the FY 2022 funding has increased with the addition of a new Board of Water and Soil Resources (BWSR) appropriation of \$25,450 in fiscal year 2022. This new appropriation coupled with the already identified \$35,447 in Minnesota Pollution Control Agency (MPCA) SSTS upgrade funds equates to a total of \$60,897 in low income qualified SSTS upgrade grant dollars available to residents of Chisago County.</p> <p>The \$60,897 in septic treatment system upgrade grant dollars are sourced from two agencies with similar but not identical disbursement criteria. Both funding sources require low income property owner and failed/failing SSTS system conditions to be met. Existing Chisago County policy established in 2016 is established to allow the award of individual grants up to \$5,000 each to qualifying property owners on a first come first served application basis. To effectively award the new BWSR funds, the existing (2016) grant disbursement policy has been modified with appropriate income and disbursement guidelines and is proposed as attached for Board consideration as one consolidated policy.</p>	
<p>Attachment(s):</p> <ul style="list-style-type: none"> • Low Income SSTS Grant Policy 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners affirmatively approve the updated Low Income SSTS Grant Policy. The suggested motion to accomplish this is as follows:</p> <p style="text-align: center;"><i>“Move to Approve and Authorize Disbursement of Natural Resource Block Grant Low Income Subsurface Sewage Treatment System Upgrade Grant Funds in Accordance with the Low Income SSTS Grant Policy as Presented”</i></p>	
<p>Implications of Action: Board approval will authorize the administration of a low income based SSTS grant program to disburse BWSR and MPCA sourced septic treatment system NRBG funds.</p>	
<p>Budget/Financial Implications: No direct cost to the county will be incurred in the managing of the</p>	

grant program. As allowed by Agency authorization, up to 10% of grant funds will be retained for grant administration/handling costs.

Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.

Administrator's Recommendation

Approve

CLS

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

CHISAGO COUNTY

NRBG SEPTIC GRANT PROGRAM POLICY

IMMINENT HEALTH SSTS UPGRADE GRANT PROGRAM

I. PURPOSE

The purpose of the grant program is to improve water quality throughout Chisago County by providing grant funds to real property owners to upgrade SSTS which have been determined to be an imminent health threat to public safety & failing to protect ground water. Grant funding for this program is determined annually from the MN Pollution Control Agency (MPCA) Septic System Upgrade Natural Resource Block Grant (NRBG) program and/or Board of Water and Soil Resources (BWSR) Septic Treatment Systems legislative allocation(s).

II. ELIGIBILITY REQUIREMENTS

1. All real property owners that are under the jurisdiction of Chisago County Zoning and Sewage and Wastewater Treatment Ordinance 10-1.
2. The SSTS has been determined to be an imminent threat to public health & failing to protect ground water as defined in State Rule Chapter 7080 and the Chisago County Sewage and Wastewater Treatment Ordinance 10-1.
3. The real property owner must be income qualified as follows:
 - To receive MPCA NRBG funds the property owner shall qualify as a low income family, as defined by U.S. Department of Agriculture, Rural Housing Improvement Loans & Grants program (*attached*).
 - To receive BWSR SSTS funds the property owner shall qualify as a "rural landowner" with an income below 300% of the federal poverty guidelines for the applicable family size (*attached*).
4. The Chisago County Septic Grant program cannot be used in conjunction with any other grant programs. *MPCA and BWSR grant funds may be consolidated/combined and awarded at the discretion of the County.
5. If the subsurface sewage treatment system is located on land which is being purchased on a Contract for Deed, the contract purchaser may apply for and receive funds as the "real property owner" as determined by the County and provided the contract seller's signature is a party to the grant application prior to grant approval.

III. GRANT AWARD PROCEEDS

Grant funds may be used for site evaluation, tank pumping, design, installation, repair and replacement or tank abandonment of SSTS on private property. Grants may not be used for SSTS installation on any new building construction.

- Grant limits for repair or partial replacement of failed SSTS may pay up to ½ the cost of repair or partial replacement not to exceed \$2,500.00.
- Grant limits for full failed SSTS system replacement may receive up to \$5,000.00 from MPCA sourced funds and/or \$5,000.00 or 35% of the cost of replacement (whichever is less) from BWSR sourced funds.
- Dual combined total \$10,000 grant award of MPCA funds together with BWSR sourced funds may be available to income qualified recipients requiring and qualifying for Low Income Loan Assistance thru the Chisago County. *Ordinance Established Loan Program Requirements Apply
- Chisago County may retain up to 10% of annual gross grant proceeds for Administrative costs.

IV. APPLICATION FOR GRANTS

Application for the SSTS Upgrade Grant Funds shall be made to the Department of Environmental Services/Zoning on a form provided.

Documents that must accompany the grant application include but are not limited to:

- Proof of ownership of real property;
- Signed income statement and copy of most current gross adjusted income as stated on the property owner(s) 1040 Income Tax Form;
- Tennessee document signed; and
- A minimum of two SSTS replacement bids by a licensed SSTS installer. The lowest responsible bid will be identified and chosen as a condition of grant award.

Applications determined complete are treated on a first come – first served basis. Chisago County reserves the right to limit grant fund availability. No grant fund applications will be accepted after installation of the SSTS has started.

V. GRANT FUND DISBURSEMENT

Grant funds will be disbursed, upon receipt of:

- SSTS as-built form (*completion of installation or repair*);
- Passage of final inspection by Chisago County Environmental Services & Zoning or other designated Local Government Unit Inspector; and
- Final statement of billing from the SSTS contractor performing the work.

All grant funds will be issued directly to the SSTS licensed contractor as direct payment for SSTS installation or repair work performed. All remaining balance due shall be the responsibility of the property owner.

MPCA NRBG FUNDING INCOME LEVELS

Adjusted income limits as set by

USDA Rural Housing Home Improvement Loan & Grant Program *Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area based on Chisago County data

SEE ATTACHED

BWSR SSTS FUNDING INCOME LEVELS

Qualifying "Rural landowner" as defined with an income below 300% of the **federal poverty guidelines** for the applicable family size.

SEE ATTACHED

** Income level data may be adjusted annually by USDA Rural Housing or Federal Poverty Guidelines and any such changes shall be adopted herein.*

POLICY NBR:

Adopted:

Date

Chair, Chisago County Board of Commissioners

ATTEST:

Clerk, County Board Date

MPCA NRBG FUNDING INCOME LEVELS

Adjusted income limits as set by
USDA Rural Housing Home Improvement Loan & Grant Program
(*Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area based on Chisago County data*)

HB - 1 -3550, APPENDIX 9
STATE: MINNESOTA

----- ADJUSTED INCOME LIMITS -----								
PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON*
MINNEAPOLIS-ST. PAUL-BLOOMINGTON, MN-WI								
LE SUEUR COUNTY, MN HUD METRO FMR AREA								
GRANT INCOME	18200	20800	23450	26000	28100	30200	32300	34350
VERY LOW INCOME	43350	43350	43350	43350	57250	57250	57250	57250
LOW INCOME	69350	69350	69350	69350	91550	91550	91550	91550
MODERATE INCOME	99700	99700	99700	99700	131600	131600	131600	131600
38 YEAR TERM	52000	52000	52000	52000	68700	68700	68700	68700
MILLE LACS COUNTY, MN HUD METRO FMR AREA								
GRANT INCOME	15650	17900	20150	22350	24150	25950	27700	29500
VERY LOW INCOME	37250	37250	37250	37250	49200	49200	49200	49200
LOW INCOME	59600	59600	59600	59600	78650	78650	78650	78650
MODERATE INCOME	96300	96300	96300	96300	127100	127100	127100	127100
38 YEAR TERM	44700	44700	44700	44700	59050	59050	59050	59050
MINNEAPOLIS-ST. PAUL-BLOOMINGTON, MN-WI HUD METRO FMR AREA								
GRANT INCOME	22050	25200	28350	31450	34000	36500	39050	41550
VERY LOW INCOME	52450	52450	52450	52450	69250	69250	69250	69250
LOW INCOME	79900	79900	79900	79900	105450	105450	105450	105450
MODERATE INCOME	114850	114850	114850	114850	151600	151600	151600	151600
38 YEAR TERM	62950	62950	62950	62950	83100	83100	83100	83100
SIBLEY COUNTY, MN HUD METRO FMR AREA								
GRANT INCOME	16300	18600	20950	23250	25100	26950	28850	30700
VERY LOW INCOME	38750	38750	38750	38750	51150	51150	51150	51150
LOW INCOME	62000	62000	62000	62000	81850	81850	81850	81850
MODERATE INCOME	96300	96300	96300	96300	127100	127100	127100	127100
38 YEAR TERM	46500	46500	46500	46500	61400	61400	61400	61400
ROCHESTER, MN MSA								
FILLMORE COUNTY, MN HUD METRO FMR AREA								
GRANT INCOME	16400	18700	21050	23400	25300	27150	29050	30900
VERY LOW INCOME	39000	39000	39000	39000	51500	51500	51500	51500
LOW INCOME	62400	62400	62400	62400	82350	82350	82350	82350
MODERATE INCOME	96300	96300	96300	96300	127100	127100	127100	127100
38 YEAR TERM	46800	46800	46800	46800	61800	61800	61800	61800
ROCHESTER, MN HUD METRO FMR AREA								
GRANT INCOME	21250	24300	27350	30350	32800	35200	37650	40100
VERY LOW INCOME	50600	50600	50600	50600	66800	66800	66800	66800
LOW INCOME	79900	79900	79900	79900	105450	105450	105450	105450
MODERATE INCOME	114850	114850	114850	114850	151600	151600	151600	151600
38 YEAR TERM	60700	60700	60700	60700	80150	80150	80150	80150

* ADD 8% OF 4 PERSON LIMIT FOR EACH PERSON IN EXCESS OF 4 PERSONS

** MODERATE INCOME IS DEFINED AS THE GREATER OF 115% OF THE U.S. MEDIAN FAMILY INCOME OR 115% OF THE AVG. OF THE STATE-WIDE AND STATE NON-METRO MEDIAN FAMILY INCOMES OR 115/80THS OF THE AREA LOW-INCOME LIMIT

5/12/2021 SPECIAL PN

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BWSR SSTS FUNDING INCOME LEVELS

Qualifying "Rural landowner" as defined with an income below 300% of the federal poverty guidelines for the applicable family size.

Rural Landowner definition – MN Statute § section 17.117 subd. 4.

"Rural landowner" means the owner of record of Minnesota real estate located in an area determined by the local government unit to be rural after consideration of local land use patterns, zoning regulations, jurisdictional boundaries, local community definitions, historical uses, and other pertinent local factors.

Income eligibility

The appropriation language states that families with an income below 300 percent of the federal poverty guidelines are eligible for the BWSR SSTS grant funds.

To determine a family's annual income, you should use the 2020 gross adjusted income as stated on the 1040 Income Tax form.

The following table shows 300% of the 2021 Federal Poverty Guidelines based on family size.

Family Size	Monthly Income	100%	300%
1	\$ 1,073.33	\$ 12,880	\$ 38,640
2	\$ 1,451.67	\$ 17,420	\$ 52,260
3	\$ 1,830.00	\$ 21,960	\$ 65,880
4	\$ 2,208.33	\$ 26,500	\$ 79,500
5	\$ 2,586.67	\$ 31,040	\$ 93,120
6	\$ 2,965.00	\$ 35,580	\$ 106,740
7	\$ 3,343.33	\$ 40,120	\$ 120,360
8	\$ 3,721.67	\$ 44,660	\$ 133,980

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Chisago County Request For Board Action

Meeting Date: January 19, 2022	Item Number: 11
Title of Item for Consideration: City of Shafer Building & Septic Inspection Services Contract	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services & Zoning
Previous Action on this Matter: The City of Shafer last contracted for County Building Inspection Services in 2002.	
<p>Background: The City of Shafer recently contacted the Environmental Services Department requesting the County initiate State Building Code and SSTS inspection services within their jurisdiction. In review, the 2021 City of Shafer permit volumes included 7 new homes and 38 other (HVAC, Plumbing, General Bldg.) construction permits. Current department inspection staffing levels include a County Building Official; Building Inspector; and Sanitarian/SSTS Inspector along with office support.</p> <p>Staff believes the anticipated increase in inspection volume can be accommodated with minimal disruption to other service areas. The City of Shafer is also in close proximity to home office base of operations which will offer timeliness efficiencies with permit/inspection requests. If general permit/plan review turnaround timelines become noticeably delayed, the Department will propose direct utilization of added revenue and appropriate budget/contract staffing adjustment for secondary plan review services as may be needed.</p> <p>Consistent with other jurisdictions in which we provide contract inspection services (Center City, Lindstrom, Chisago City, Harris, Rush City, and Lent Township) attached is an updated general service contract proposed to authorize inspection services for Lent Township. Staff recommends proceeding with adoption of the attached contract.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> • City of Shafer Inspection Services Agreement 	
<p>Action Requested/Recommended: The County Board is respectfully requested to approve the City of Shafer Agreement for Building Plan Review, Building Code Inspection, Septic Plan Review & Septic Inspection Services. The suggested motion is as follows:</p> <p style="text-align: center;"><i>“Move to approve the Agreement for Building Plan Review, Building Code Inspection, Septic Plan Review & Septic Inspection Services by and between Chisago County and the City of Shafer as presented.”</i></p>	
<p>Implications of Action: Board approval at tonight’s meeting will authorize the execution of the Inspection Agreement and allow County inspection services to commence in the City of Shafer. The County Building Official will be identified with the State of MN as the designated Building Official for the City of Shafer.</p> <p>Budget/Financial Implications: The majority of permit and plan review revenues generated with the increased City of Shafer permit work will be retained by the County. A dramatic increase in permit</p>	

activity is not anticipated in this contracted inspection services scenario, however, if such an increase occurred future departmental budget/staffing adjustments would be evaluated.

Legal/Policy Implications: The proposed Inspection Agreement is in compliance with all applicable state and federal regulations and local County policies and procedures. The County Attorney has approved the contract document as to form.

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**AGREEMENT FOR
BUILDING PLAN REVIEW, BUILDING CODE INSPECTION,
SEPTIC PLAN REVIEW & SEPTIC INSPECTION SERVICES**

This Agreement is made and entered into, by and between COUNTY OF CHISAGO, 313 N. Main Street, Center City, MN 55012 (hereinafter referred to as the "County") and the CITY OF Shafer (hereinafter referred to as the "City") pursuant to Minnesota Statutes Section 471.59

RECITALS

1. The City is seeking and the County wishes to provide building plan review, building code inspections, septic plan review and septic inspection services, as are necessary under the City of Shafer's municipal ordinances and other applicable state and federal regulations.
2. The provisions of building plan review, building code inspections, septic plan review and septic inspection services by County to City are authorized by Minnesota Statute §326B.121 Subd. 2(f) and §471.59.
3. The City and the County, as local governments, are authorized to enter into such an agreement pursuant to Minnesota Statutes Section 471.

TERMS AND CONDITIONS

NOW, THEREFORE BE IT RESOLVED, pursuant to applicable ordinances and laws, and in consideration of the premises contained herein, it is mutually agreed between the County and the City as follows:

1. Purpose:

The purpose of this Agreement is to provide for the coordination of services to administer building plan reviews, septic plan reviews, building inspection and septic inspections required of the City by state law within the City of Shafer. Nothing in this agreement shall commit either party to provide a service or to perform an action not specified herein, or to perform any action following the expiration of this agreement, nor shall it constitute an abrogation of any authority granted to either party under law.

2. Jurisdiction:

This Agreement applies to all land area within the City.

3. Term and Effective Date:

This Agreement shall be effective and commence on the 1st day of February 2022, irrespective of the dates of signature. This agreement shall remain in effect unless and until terminated. Either party may terminate this Agreement at any time without cause upon forty-five (45) days written

notice to the other party.

4. Notices:

Notices pursuant to this contract shall be given by deposit in the United States Mail, postage prepaid, addressed as follows:

To County: Chisago County
Kurt Schneider, Director
Zoning and Environmental Services
313 North Main Street
Center City, MN 55012

To City: City of Shafer
Joan Ciesler, City Clerk
17656 303rd St.
Shafer, MN 55074

Notice shall be deemed given as of the date of personal service or as of the date of deposit of the notice in the United States Mail.

5. Scope of Services:

- a. The County and the City will jointly administer the building code regulations and subsurface sewage treatment system regulations within the land area of the City consistent with the terms of this Agreement. The City shall remain solely responsible for the administration and enforcement of the City's land use and zoning ordinances.
- b. The City shall appoint and designate the Chisago County Building Official as the Building Official for the City. The County will provide the City with the name of the County employee who will be so appointed by the City. The City will properly notify the Minnesota Department of Labor and Industry and continue to comply with any reporting and fee requirements of the Department of Labor and Industry. The Building Official and County Environmental Services Department shall assist the City in the preparation and submittal of any required reports or submittals to the State of Minnesota, including through the collection and assembling of data necessary to submit such reports or submittals.
- c. All applications for building permits shall be reviewed for zoning and land use compliance by the City in accord with procedures established and carried out by the City. Upon completion of zoning and land use review, the City shall be responsible to communicate and provide said approval to the Chisago County Building Official and Environmental Services Department for building permit plans review and permit issuance. The City shall provide planning & zoning compliance approval for all permit applications and shall furnish all maps, forms, applications, necessary documents, and

local ordinances necessary for the Chisago County Building Official to carry out the services required of the County by this Agreement.

- d. The County agrees to provide building and septic plan review and inspection services to the City pursuant to the terms of this Agreement as requested by City. The Chisago County Building Official, together with other staff of the Chisago County Environmental Services Department will deliver on behalf of the County all services that this Agreement requires of the County. Under this Agreement, the County will:
 - i. enforce all provisions of the Minnesota Building Code; enforce applicable provisions of Minnesota Rule Chapter 7080;
 - ii. provide required plan reviews and inspections for building and septic permits including the on-site verification of approved site plan applicable to the project location and City's authorized site plan concerning said permits;
 - iii. furnish evidence necessary in any prosecution of the violation of applicable ordinances, rules or regulations; and
 - iv. remit to the State of Minnesota, Department of Labor and Industry, the required surcharge fees.
- e. The County will complete all Building and Septic Administration and enforcement services required by this agreement in a timely manner and as reasonably required to meet the needs of the City.
- f. The Chisago County Building Official and other County staff will not provide services on behalf of the City to administer or enforce the City's land use / zoning ordinances. The County will not provide services to the City other than those identified above.
- g. The Chisago County Building Official shall have jurisdiction and shall have such powers and duties necessary to perform the services identified in this Agreement as the appointed Building Official of the City.
- 6. **Fees and Charges:**
 - a. The County shall collect the building permit fees pursuant to the attached Schedule A. Seventy-five percent (75%) of the building permit fees shall be retained by the County and twenty-five percent (25%) of the building permit fees shall be paid to the City. Building permit fees shall be paid by the County to the City on an annual basis.
 - b. The City shall pay the County an hourly rate of \$47.00 per hour (minimum 1 hour) and \$.56 per mile, per County fee schedule as may be amended from time to time for Chisago County Environmental Services Department inspections performed on permits which were issued by the City prior to the date of this Agreement.
 - c. The City shall pay the County an hourly rate of \$47.00 per hour (minimum 1 hour) and

\$.56 per mile, per County fee schedule as may be amended from time to time for all general Chisago County Environmental Services Department Staff building code investigations, travel time, inspections, prosecution, or other such building code enforcement or response requests of the City that are not directly affiliated with an issued building permit. The City Clerk or other specified city employee shall be designated by the City as the sole party with authority to contact the Environmental Services Department and request/authorize such building code investigations and inspections services work;

- d. The County shall provide the City with a quarterly written and itemized billing statement for hourly fees under this Agreement. City shall submit payment to the County within 30 days of receipt of such written and itemized billing statement.

7. General Terms and Conditions:

- a. The City, its officers, agents and employees will cooperate with and assist the County in the orderly performance of services provided herein.
- b. The manner and standards of performance and the control of personnel so employed shall be subject solely to the control of the County.
- c. In performing this Agreement, the County is an independent contractor and not an employee of the City. The Chisago County Building Official and other County staff assigned to carry out the services on behalf of the City as required of the County under this Agreement shall remain at all times the employees of the County. The County shall determine the method of providing services and other matters incidental to the performance of services under this Agreement. The City shall be notified in advance of any proposed changes in methods of providing services.
- d. Each party shall be solely responsible to obtain insurance coverage for activities required of each respective party under this Agreement.
- e. The City, its officers, agents and employees shall not be liable for any intentional or negligent acts of the County, the Chisago County Building Official and County employees and the County agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers from any intentional or negligent act of the County and from any claim for damages, demands, causes of action, of whatever nature, whether known or unknown, liquidated or not liquidated, whether past, present or future, arising out of the County's delivery of services called for by this Agreement. In the event total liability for a claim is in excess of the County's coverage limits, the coverage limit shall apply first to meet the County's liability.
- e. The County, its officers, agents and employees shall not be liable for any intentional or negligent acts of the City and the City agrees to defend, indemnify and hold harmless the County, its officers, agents, employees and insurers from any intentional

or negligent act of the City, and from any claim for damages, demands, causes of action, of whatever nature, whether known or unknown, liquidated or not liquidated, whether past, present or future, arising out of the relationship of the County to the City under the terms of this Agreement. In the event total liability for a claim is in excess of the City's coverage limits, the coverage limit shall apply first to meet the City's liability.

- f. In accordance with Minnesota Statutes section 471.59, Subd. 1a.(a), the Parties of this Agreement are not liable for the acts or omissions of the other party and by entering into this Agreement neither Party is agreeing to being responsible for the acts and omissions of the respective other party in carrying out the duties of the Agreement. Further, consistent with Minnesota Statutes section 471.59, Subd. 1a (b), the total liability for damages for actions and omissions of the parties shall not exceed the limits of governmental liability for a single governmental entity and that, by entering into this Agreement, neither Party is waiving the protection afforded under section 471.59, Subd. 1a (b).
- g. The City agrees that it will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data which are related to services provided by or through the County pursuant to this Agreement. The county will assist the City to the extent necessary for the City to complete and respond to requests for data and records related to this Agreement. Notwithstanding the above, the County and the City will retain and afford the State Auditor access to records concerning the delivery of services under this Agreement for six (6) years after the termination of this Agreement.
- h. In performance of the services identified herein, the parties agree to abide by the requirements and regulations of the Americans with Disabilities Act 1990 (ADA) and the Human Rights Act (Minnesota Chapters 363 and Title VII of the Civil Rights Act of 1964). These laws deal with discrimination based on sex, race, gender, disability, religion, sexual orientation, and sexual harassment. Violation of any of the above laws can lead to termination of this agreement. This paragraph does not impose upon the County the duty to enforce the requirements under the ADA, the state Human Rights Act or Title VII of the Civil Rights Act.
- i. It is understood that this Agreement contains the entire Agreement between the City and the County that no statement, promise, or inducement made by any party hereto, or officer, agent or employee of either party hereto which is not contained in this written Agreement shall be valid or binding; this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.
- j. The parties specifically acknowledge that the Chisago County Attorney is not a party to this Agreement. The City acknowledges (1) that any criminal prosecution by the Chisago County Attorney is strictly and solely at the discretion of the Chisago

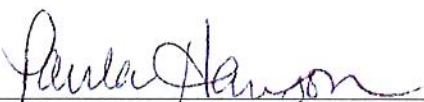
County Attorney; (2) any other legal action undertaken on behalf of City for the enforcement of any ordinance adopted by City is beyond the scope of this Agreement. It is the sole responsibility of the City and its own City Attorney to represent the City except to the extent as provided Corinna Township.

- k. It is expressly understood between the parties hereto, and this understanding shall be considered when interpreting the provisions of this Agreement, that upon notice given by any party hereto, good faith negotiations may be undertaken for the purpose of revising, adding to or striking any provision or provisions of this Agreement which appear to be unworkable or insufficient to perfect, maintain, and ensure attainment of the City's goals in the Building Plan Review, Building Code Inspection, Septic Plan Review and Septic Inspection Services.
- l. Any mutually acceptable change to the original provisions of this Agreement shall be written and attached to the Agreement as provided above and any such revision, addition, or deletion shall only apply to the provision revised, added or deleted, and the remainder of this Agreement shall remain in full force and effect.

(Signatures Found on Pages 6 and 7)

IN WITNESS WHEREOF, the City of Shafer has caused this Agreement to be signed by its Mayor and attest to by its Clerk, and Chisago County has caused this Agreement to be signed.

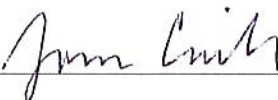
CITY OF SHAFER

By 

Mayor

Date: 1-4-2022

Attest:



City Clerk

CHISAGO COUNTY

By _____

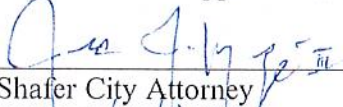
Chair, Board of Commissioners

Date: _____

Attest:

Christina Vollrath
Clerk to the Board

Reviewed and Approved as to Form:



Shafer City Attorney
Date: 1/4/2022

Reviewed and Approved as to Form:

Chisago County Attorney
Date:

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Chisago County Request For Board Action

Meeting Date: January 19, 2022

Item Number:

12

Title of Item for Consideration: Douglas Johnson "DJ's Dream" Preliminary Plat & Rezoning

Action Requested by: Kurt Schneider, Director

Department: Environmental Services and Zoning
on behalf of the Chisago County Planning
Commission.

Previous Action on this Matter: None.

Background: Douglas Johnson is requesting Preliminary Plat approval of "DJ's Dream" and the rezoning of resulting proposed Lot 1, Block 1, DJ's Dream from Rural Residential (RR1) to Agricultural (AG). The subject property is 14 acres in size; proposed to be split into two lots with one existing home and outbuildings; and located at 1499 505th Street, Nessel Township, (PID #06.00500.00).

At their meeting of January 6, 2022, the Planning Commission conducted the requisite public hearing and recommended approval of the request voting 6-0-1 with the attached recommended findings and conditions as provided in draft resolution of approval form for County Board consideration.

Pursuant to Minnesota Statute, the 120-day preliminary plat review period agency action deadline is April 5, 2022, and the 60-day rezoning review period deadline is February 4, 2021. Among the options for the County Board at tonight's meeting are the following:

- Approve the Preliminary Plat and Rezoning, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff;
- Consider and Approve the Preliminary Plat and Rezoning, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal approval);
- The County Board may extend the initial rezoning application 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it notifies the landowner in writing of its intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)).

Sufficient time exists for the County Board to extend the initial 60-day period via written notification, if such a decision is formally taken at tonight's Meeting. Any motion to extend this time period should include, at a minimum, direction to staff to prepare a written notification of the County Board's action "to take up to an additional 60 days to further review the record and make a decision on this application."

- The County Board may Deny the Rezoning and Preliminary plat for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended).

Additionally, State Statute directs (but does not mandate) that written reasons for denial be provided to the applicant prior to the end of the initial 60-day period (or 120-day period if extended) and be consistent with the reasons stated in the record at the time of denial. Typically, such written reasons are prepared and adopted by the body as part of its denial, or at the next scheduled meeting.

Attachments:

- Draft Resolution of Approval #22/0119-02 w/recommended findings and conditions of the Planning Commission
- January 6, 2022 Planning Commission Minutes (draft)
- January 6, 2022 Planning Commission Staff Report & Hearing Packet

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Douglas Johnson DJ's Dream Preliminary Plat & Rezoning at 1499 505th Street, Nessel Township, (PID #06.00500.00). The following is the suggested language for the motion:

"Move to approve Resolution 22/0119-02, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Douglas Johnson DJ's Dream Preliminary Plat & Rezoning at 1499 505th Street, Nessel Township, (PID #06.00500.00) with Findings and Conditions as recommended by the Planning Commission."

Implications of Action – Recommended Board action grants the requested Preliminary Plat and Rezoning and allows, subject to conditions. Of note, the Rezoning is conditioned on Final Plat approval.

Budget/Financial Implications: None.

Legal/Policy Implications: The recommended Board consideration and action(s) are in conformity with generally accepted practices, procedures and interpretations of applicable state statutes and County ordinances and policies. Conditions placed on the CUP must be satisfied and cannot be modified, removed, expanded, or revoked without due process.

Administrator's RecommendationApprove 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/0119-_____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING THE PRELIMINARY PLAT OF DJ'S DREAM AND THE REZONING OF PROPOSED LOT 1, BLOCK
1, DJ'S DREAM FROM RURAL RESIDENTIAL I (RRI) DISTRICT TO AGRICULTURAL (AG) DISTRICT**

WHEREAS, Douglas Johnson, property owner and applicant, submitted an application dated received December 1, 2021 and considered complete on December 6, 2021 for the Preliminary Plat of DJ's Dream and the Rezoning of proposed Lot 1, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District; and

WHEREAS, the subject site is located at 1499 505th Street, Nessel Township and is currently located in the Rural Residential I (RRI) District; and

WHEREAS, the subject site is 14.04± acres in size and is legally described as:

PID 06.00500.00

That part of Government Lot 4, Section 22, Township 37, Range 22, Chisago County, Minnesota, which lies easterly and northeasterly of the township road, described in Book 88 of Deeds, page 5, in the office of the Chisago County Recorder, and northerly of the following described line:

Commencing at the southeasterly corner of Lot 8 of the recorded plat of WESTVIEW, Chisago County, Minnesota; thence on a plat bearing of North 5 degrees 15 minutes East along the wet line of Sunset Drive 288 feet to the north line of Lake Street in said plat; thence North 85 degrees 56 minutes 30 seconds East 69.93 feet; thence North 23 degrees 22 minutes West 365.16 feet; thence North 55 degrees 29 minutes 30 seconds East 271.88 feet to Point "A"; thence east, parallel with the north line of said Government Lot 4, a distance of 431.84 feet to the east line of said Government Lot 4 and the point of beginning of the line to be described; thence west, parallel with said north line, 421.84 feet to said point "A"; thence South 55 degrees 29 minutes 30 seconds West 280 feet, more or less, to the northeasterly line of the township road described in said Book 88 of Deeds, page 5, and said line there terminating.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

That part of Government Lot 4, Section 22, Township 27, Range 22, Chisago County, Minnesota, described as follows:

Commencing at the northwest corner of Lot 1, Block 1, BEES NEST, Chisago County, Minnesota; thence northeasterly along the northeasterly extension of the northwest line of said Lot 1, a distance of 60.58 feet to the northerly Right of Way of Bayside Avenue recorded in Book 88 of Deeds, page 5, in the office of the County Recorder, Chisago County, Minnesota, and the point of beginning of the property to be described; thence continuing northeasterly along said northeasterly extension a distance of 100.00 feet; thence deflecting to the right 99 degrees 16 minutes 20 seconds a distance of 145.00 feet; thence deflecting to the right 80 degrees 43 minutes 40 seconds a distance of 71.15 feet, more or less, to said northerly line of Bayside Avenue; thence northwesterly along said northerly line of Bayside Avenue to the point of beginning.

WHEREAS, notice was provided and on January 6, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat and Rezoning with conditions, per Resolution No. PC2022-0102, at its January 6, 2022 meeting; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its January 19, 2022 meeting and determined the Preliminary Plat of DJ's Dream to be consistent with the intent of the County's Zoning and Subdivision Ordinances; and

WHEREAS, the Board of Commissioners considered several factors for granting Rezoning and made the following finding per Zoning Ordinance Section 8.08:

Factor #1

Whether the amendment will create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;

Finding #1

The proposed Rezoning will allow for the development of one new single family residence and related accessory structures. The County finds that development of one new residence will not have an excessive impact on existing facilities or utilities.

Factor #2

Whether the amendment is sufficiently compatible so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;

Finding #2

The proposed Rezoning will adjust an existing zoning district boundary between the Rural Residential I (RRI) District and the Agricultural (AG) District. The future development of a single family residence on the subject site would be permitted without the Rezoning; however, the Rezoning does allow for additional accessory storage square footage. Being that the RRI and AG Districts currently abut cohesively, the County finds that the proposed Rezoning will not cause undue negative impacts to the subject property or neighboring properties or deter future development.

Factor #3

The amendment will not cause traffic hazard or congestion;

Finding #3

The subject site will be developed in accordance with the Agricultural (AG) District standards. The County finds that the Rezoning itself will have no impact on traffic.

Factor #4

The amendment, in the opinion of the County, is reasonably related to the land use goals of the County and the needs of the greater community; and

Finding #4

The County finds that the proposed Rezoning meets the intent of the land use goals identified in Chapter 9 of the Comprehensive Plan by preserving the County's rural character and supporting compatible agricultural and rural residential development in the County.

Factor #5

The amendment is consistent with the intent and purposes of the Comprehensive Plan, Zoning Ordinance, and other relevant official land use controls.

Finding #5

The proposed Rezoning meets the intent of the land use goals identified in the Comprehensive Plan as described in Finding #4 above. Further, the County finds that the proposed Rezoning of Rural Residential I (RRI) District to Agricultural (AG) District meets the intent and purposes of the Zoning Ordinance in that the proposed use (single family residence and accessory structures) meets the intent of the AG District and is compatible with the adjacent RRI District.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the request for Preliminary Plat and Rezoning, subject to the following conditions:

1. The Preliminary Plat is approved per plat drawing dated signed September 30, 2021. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. The applicant shall surrender the August 2012 Conditional Use Permit allowing a Commercial Dog Kennel at 15765 392nd Street (PID 01.00254.00) and reduce the number of dogs on site to three within 12 months of Final Plat approval.
3. The applicant will use silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
4. Chisago County requires that surveyors locate and survey all delineated wetland areas. The Notice of Decision is not an approval for any wetland impacts. The applicant must address any impacts under separate cover. The Notice of Decision does not represent approval / concurrence by the US Corps of Engineers for this or any wetland delineation report, replacement plan or exemption request. Chisago County suggests contacting the project manager for this area for concurrence and / or approval.
5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Commissioner _____ seconded the resolution and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF:

OPPOSED:

Whereupon the proclamation was declared duly passed and adopted.

Approved: January 19, 2022

Rick Greene
Chair, Board of Commissioners

ATTEST:

Christina Vollrath
Clerk of the Board

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
January 6, 2022

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, January 6, 2022 at the Chisago County Government Center.

Staff Present: Beth Thorp, Land Services Coordinator; Kurt Schneider, Environmental Services Director; Diane Sander, Support Specialist; and, Jeff Fuge, Assistant County Attorney.

Coordinator Thorp called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Board members was taken. Commission members present: Frank Storm, Jolene Wille, John Sutcliffe, Chip Yeager, Jim McCarthy, Kelly Corbin, and Dave Whitney. Also present: Ex Officio County Commissioner Chris DuBose. A quorum was established with members present.

NOMINATIONS OF OFFICERS – Coordinator Thorp called for nominations for 2022 Chair. John Sutcliffe nominated Chip Yeager for Chair; second by Dave Whitney. Upon multiple calls, no other nominations were made. All present voted and the nomination was affirmed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Coordinator Thorp called for nominations for 2022 Vice Chair. Dave Whitney nominated Jim McCarthy for Vice Chair; second by John Sutcliffe. Upon multiple calls, no other nominations were made. All present voted and the nomination was affirmed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Chair Yeager thanked Shellene Johnson for her work on the Planning Commission and welcomed new Planning Commissioner Jolene Wille.

Approval of Agenda – Motion by Jim McCarthy to approve the agenda as presented; second by Dave Whitney. The motion passed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Approval of Minutes – Motion by Frank Storm to approve the December 2, 2021 meeting minutes as presented; second by John Sutcliffe. The motion passed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Receive all Materials and Submittals into Record - Motion by Dave Whitney to accept all materials and submittals into the record with the addition of Commissioner McCarthy's information, comments, and photos; second by Jim McCarthy. The motion passed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Materials distributed to the Planning Commission in advance of the meeting for their review included: Staff reports with attachments. Materials distributed to the Planning Commission at the meeting included: Commissioner McCarthy's Comments that included: E.A.R. Gunfire Noise Level Reference Chart, WKC Sound Attenuation Calculator distances, and alternative Findings of Fact and photos for the Klar Conditional Use Permit application. Copies of all correspondence and meeting materials were made available for the public.

Public Hearings – New Applications

a. **Jason Klar** – Coordinator Thorp provided a brief background on Mr. Klar's request for a Conditional Use Permit (CUP) for Major Home Occupation in the Agricultural (AG) District in order to conduct educational classes for permit to carry a pistol. The property is located at 47311 Government Road, Sunrise Township, S2, T36, R21 (PID# 09.00485.02). The use is being considered a *Major* Home Occupation due to the live fire exercise portion of the class being conducted outside of the residence on the subject property. The proposed use has been occurring on the property for approximately four years and applicant is seeking a CUP to bring the use into compliance with the County's Zoning Ordinance. Applicant's written narrative states:

- Six to eight classes per year on Saturdays from 9:00 am – 2:00 pm.
- Classroom portion of the class is held within the Klar's residence.
- Class size ranges from four to ten students and each student is required to fire 12 rounds of ammunition.
- The live fire exercise portion of the class is held at a shooting berm located near the eastern boundary of the subject property and lasts 30 minutes to one hour depending on class size. The students stand approximately 20 feet from the shooting berm when firing and they shoot in a southerly direction, which is in the direction of an adjacent property owned by Klar.
- All students park on Klar's driveway, creating no impact on County Road 57.
- Klar owns 23 acres in total. (Staff note: this acreage includes two separate parcels and the request for CUP only includes the northerly 9.03-acre parcel identified as PID 09.00485.02. Klar stated that no Home Occupation activity will take place on the southerly 14.07-acre parcel identified as PID 09.00485.03.)

Technical Review was held on December 15, 2021 and the County's Sanitarian performed a septic certification to ensure that the existing septic system was suitable for increased usage. The inspection was held on November 24, 2021 and was compliant. The Sanitarian recommended the applicant monitor water usage for one year by installing a water meter and submitting monthly reports to Chisago County Environmental Services. County staff also suggested requiring that the height of the shooting berm or any other shooting area features be increased. The Sunrise Town Board recommended approval with no conditions at their December 16, 2021 meeting. Chair Yeager asked each Planning Commission member and Mr. Klar for additional questions and comments.

Mr. Klar indicated he had a pool of knowledge and experience to conduct educational classes and serve as Range Safety Officer. Mr. Klar explained that the classes were more of a hobby and service to the community than a major home occupation. He expressed concerns with the recommended water usage monitoring for one year since he has had no issues to date and the septic was found compliant. Frank Storm asked a variety of questions dealing with outdoor range design standards from various sources. Dave Whitney asked clarifying questions on how the outdoor classroom portion was operated. Mr. Klar reviewed his process from indoor classroom and his operation/transition to Range Safety Officer for the live fire exercise. Mr. Klar indicated his class attendants range from beginner to experienced pistol users. Mr. Klar is not required, but does have liability insurance as an instructor. Jim McCarthy asked if a noise study has been conducted. Mr. Klar indicated he has not done a noise study. Kelly Corbin noted concerns with the CUP going with the property instead of having an end date similar to an Interim Use Permit. John Sutcliffe had concerns with potential development of the southern 14-acre parcel.

Chair Yeager opened the public hearing and sought comment.

John Lesch – Lesch Law Firm representing Clair and Ethel Dickson, adjacent land owners, and is in a pending lawsuit over earthwork and water runoff impacting a hay field. Mr. Lesch pointed out that Mr. Klar was not a good neighbor by ignoring rules for earthwork/drainage. The CUP request will affect the character of the neighborhood and will generate noise or vibrations which go beyond the applicant's property line. Mr. Lesch

presented four letters from neighbors and recommended denial until pending litigation has been resolved.

Chair Yeager read the four letters presented by Mr. Lesch:

Brad Tauer – 8500 470th Street. “I have two concerns about a gun range opening. First, property value falling and second, chasing wildlife away for hunting purposes.”

Glenn and LaDez Mell – 9535 475th Street. “We own property to the south that is farmed. I am out on the property a lot through the growing season. I have concerns if they will be shooting towards my direction where I will be working. Second concern, I do not think their land is large enough to support a shooting range, since there is a County Road on the west, houses on the north and east property sides and my property on the south side. It would be best for an indoor shooting range, would have a yearly calendar of when shooting so neighboring landowners know what is happening.”

Jenna and Eric Lovrien – 46983 James Avenue. “We approve of Klar’s business at his residence if there are limitations. One – two weekends a month at max having a class outdoors that involves shooting. We are outside quite often and do not want to hear shooting constantly on the weekends that are meant to be enjoyed and relaxing. If it is an every weekend occurrence, we are against it. We have no issues with his business in general, just do not want to hear shooting more often than we already do. No Tannerite should be allowed. I believe that has been used a couple of times and neighbors thought someone’s propane tank exploded. Almost in every direction there are children and feel that should also be a consideration.”

Clair and Ethel Dickson – 47258 James Avenue. “We are concerned about live fire exercise portion of the class being conducted outside of the residence. Our objection is to excess unnecessary noise and depreciating property values. Concerns with the shooting range area being too small to be safe and safety of our grandkids and ourselves while we in the woods near the property line. Concerns with location of county road and surrounding residence. Water goes onto our land and result in financial devaluation and request to at least postpone decision until our lawsuit is has been resolved. Semi-automatic gunfire and Tannerite is very loud and annoying. No doubt such activity has negative effects on neighboring propriety and support this permit not to be issued. We don’t have a problem with the classes in the house. It’s the shooting part that we have issue with. Suggestions: firing at indoor range or build an indoor range, limit practice and testing to small caliber arms, let us know when classes with be and how long, and limit classes to no more than once a week.”

Members of the audience provided the following testimony:

Robert Phillips – 9094 475th Street. I live northeast of Klar’s and have taken his class. I moved into the neighborhood and found this class as a way to connect with the community and get to know my neighbors. I hear gunshots throughout the year and it comes from other properties, not just Klar’s property. Classes are small and class/berm meet standards. When classes are held, shooting usually starts around 11:00 – 11:30 and lasts about 60 to 90 minutes. This class is a service to our community, legal to do, and makes our community important.

Reed Miner – 47274 James Avenue. I list east of the shooting berm. I would repeat and reiterate everything Robert Phillips noted. I have no issues with the CUP. I have taken this class; it is safe and professional. Shooting is close to the berm and is safe.

With no additional person wishing to speak, ***motion*** by Frank Storm to close the public hearing. Second by John Sutcliffe. The motion passed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Abstained: Wille.

Jim McCarthy reviewed his previously distributed E.A.R. Gunfire Noise Level Reference Chart and WKC Sound Attenuation Calculator/Study. His calculations demonstrated that the noise level does not meet the county’s ordinance on noise. John Sutcliffe expressed concerns with the southern property, currently owned by Klar,

being sold or developed, and he commented that the berm seems small. Dave Whitney expressed concerns with the berm not being tall enough or wide enough. Dave Whitney discussed a "No Blue Sky" concept (shooting area that is covered and uses baffles, berms, and backstops to prevent shot from leaving range) and suggested that it could be utilized for noise reduction and safety improvement. Lengthy discussion followed on cost effectiveness of building an indoor range, various berm improvements, noise reduction, and renovating an existing accessory structure into indoor range. Frank Storm reviewed properly constructed exterior berm criteria from the Minnesota Department of Natural Resources (DNR) Outdoor Shooting Ranges: Best Practices guide. Per the guide, the recommended height of exterior berms is 12 feet, four-foot-wide flat top, with 1:1 sidewall slopes; with, clean rock-free earthen material, re-vegetated after final construction to prevent erosion problems. Discussion continued on noise standards and legal opinion if the property title could include notation of the CUP or if a legal document could be recorded for potential future owners of the property immediately south.

Motion by Frank Storm to accept staff's recommended conditions nos. 1-11 as presented and add condition 12: The shooting berm shall be redesigned and constructed to meet the MN Department of Natural Resources' suggestions for properly constructed exterior berms, identified in the MN Department of Natural Resources' *Outdoor Shooting Ranges: Best Practices* guide, as follows: *The recommended height of a properly constructed exterior berm is twelve (12) feet, constructed with 1:1 (soil type dependent) sidewall slopes, and a four (4) foot wide flat top. Clean, rock-free earthen material is cheapest to use in construction, and must be re-vegetated immediately after final soil smoothing and shaping is completed, to prevent on-going erosion problems. No woody vegetation should be planted on the side berm, which would tend to weaken the structure. Ditching or sloping to prevent water ponding on the outside of an exterior berm is also recommended.* Second by Dave Whitney. The **motion passed** 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Abstained: Wille.

Discussion on noise standards continued with reference to previous applications and setting precedent. **Motion** by Dave Whitney to edit condition #7 (addition of underlined verbiage): Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards. Applicant will supply Department of Environmental Services with an independent noise study from various locations on the property. The motion did not receive a second; therefore, the motion failed. Discussion was held on adding a condition on the pending lawsuit and need to wait until it has been resolved. Assistant County Attorney Jeff Fuge advised not to add it as a condition. **Motion** by John Sutcliffe to add Condition 13: If the applicant's southern parcel, identified as 09.00485.03, is divided, sold or developed, the Conditional Use Permit shall be reviewed by the Chisago County Planning Commission and Board of Commissioners, and the buyer shall be advised of the CUP. Second by Kelly Corbin. The **motion passed** 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Abstained: Wille.

Motion by Jim McCarthy to recommend denial of the request for Conditional Use Permit based on the request not meeting performance standards for noise and based on alternative Findings of Fact (see below). Second by Kelly Corbin.

Finding #1 - Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan but it does not meet all performance standards provided in Zoning Ordinance Section 4.04 C and Section 7 – Performance Standards.

Finding #3 - The proposed shooting range is not compatible with adjacent uses as it fails to meet the noise performance standard contained in Section 7.05. The proposed indoor training class activity sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development.

Finding #4 - The proposed Major Home Occupation will be partially located within a dwelling and partially located in the rear yard. The outdoor portion includes a shooting berm and target stands. There is no clear noise data evidence to suggest that the appearance of the shooting berm and target stands have had or will have an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties.

Finding #5 - The subject site is zoned Agricultural (AG) District and is developed with a single-family home and accessory structures. Major Home Occupations are allowed within the AG District with approval of a Conditional Use Permit. The County finds that the proposed ~~Major Home Occupation~~ training class activity, with the exception of the shooting range, is clearly secondary in nature to the principal use and is compatible with the existing land use. The shooting range is not secondary in nature due to its significant impact on neighboring residential uses.

Finding #6 - The Zoning Ordinance defines Major Home Occupation and establishes performance standards for approval of Major Home Occupations. The County finds that the proposed Major Home Occupation meets the intent of the defined land use and the intent of the Agricultural (AG) District with the exception of the outdoor shooting range.

Finding #8 - The County finds that the proposed Major Home Occupation will ~~not~~ adversely impact nearby properties by intrusion of noise, glare ~~or general unsightliness,~~ based on distance, existing screening provided by dense wooded areas, ~~and the limited frequency and time involved in the live fire exercise portion of the class (six to eight occurrences per year at 30 minutes to one hours per occurrence).~~

The ***motion failed*** 2-4-1 with a roll call vote. Ayes: McCarthy and Corbin. Nays: Whitney, Storm, Sutcliffe, and Chair Yeager. Abstained: Wille.

Motion by John Sutcliffe to recommend approval of the Conditional Use Permit for a Major Home Occupation to conduct educational classes for permit to carry a pistol at 47311 Government Road, PID# 09.00485.02 with Findings of Fact and conditions 1 -11 provided by staff and the addition of Conditions 12 and 13:

1. The Major Home Occupation shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the attached written narrative and site plans (maps #1 and #2) dated received November 18, 2021, except as specifically noted below.
2. Any change involving structural alterations, enlargement, intensification or expansion of use, or change not specifically permitted by the Conditional Use Permit shall require County Board approval of a Conditional Use Permit Amendment.
3. The Conditional Use Permit only applies to property identified as PID 09.00485.02. Neither the classroom portion nor the live fire exercise portion of the class may take place on the applicant's adjacent property identified as 09.00485.03.
4. The applicant may offer no more than 12 classes per year at the subject site.

5. Classes may only be held on Saturdays, beginning no earlier than 7:00 am and ending no later than 3:00 pm. Neither the Conditional Use Permit nor this condition preclude the applicant from utilizing the shooting berm for personal recreational use outside of the stated days and hours of operation.
6. The live fire exercise portion of the class shall be conducted at the shooting berm described in the written narrative and identified on the site plan (map #2) both dated received November 18, 2021. If the applicant wishes to relocate the shooting berm or method used for completing the live fire exercise on the subject site, the applicant must request and obtain approval of a Conditional Use Permit Amendment. This condition does not prohibit the applicant from utilizing an off-site legally authorized commercial shooting range for the live fire exercise.
7. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.
8. There shall be no employees other than those persons residing in the dwelling.
9. The applicant shall monitor water usage for one year, beginning from the date of Conditional Use Permit approval, by installing a water meter and submitting monthly reports to the Department of Environmental Services.
10. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
11. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.
12. The shooting berm shall be redesigned and constructed to meet the MN Department of Natural Resources' suggestions for properly constructed exterior berms, identified in the MN Department of Natural Resources' *Outdoor Shooting Ranges: Best Practices* guide, as follows: *The recommended height of a properly constructed exterior berm is twelve (12) feet, constructed with 1:1 (soil type dependent) sidewall slopes, and a four (4) foot wide flat top. Clean, rock-free earthen material is cheapest to use in construction, and must be re-vegetated immediately after final soil smoothing and shaping is completed, to prevent on-going erosion problems. No woody vegetation should be planted on the side berm, which would tend to weaken the structure. Ditching or sloping to prevent water ponding on the outside of an exterior berm is also recommended.*
13. If the applicant's southern parcel, identified as 09.00485.03, is divided, sold or developed, the Conditional Use Permit shall be reviewed by the Chisago County Planning Commission and Board of Commissioners, and the buyer shall be advised of the CUP.

Second by Frank Storm. The **motion passed** 4-2-0. Ayes: Whitney, Chair Yeager, Sutcliffe, and Storm. Nays: McCarthy and Corbin. Abstained: Wille.

b. Douglas Johnson – Coordinator Thorp provided a brief background on the request for Preliminary Plat of DJ's Dream and Rezoning of proposed Lot 1, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District. The proposed plat includes two lots created from a 14.10-acre tract; one 5-acre parcel and one 8.06-acre parcel. Current zoning is Rural Residential I (RRI), but Mr. Johnson intends to construct a new residence for himself on Lot 1, Block 1 and would like the ability to have more than 2,000 square feet of

accessory storage space. Therefore, Johnson requested that Lot 1, Block 1 be Rezoned from RRI District to Agricultural (AG) District. The property is located at 1499 505th Street, PID# 06.00500.00. Thorp explained that Lot 1, Block 1 is shown developed with a single structure, that structure being an accessory structure. Thorp continued that Lot 1, Block 1 is now allowed to be created with an existing detached accessory structure per recently amended Zoning Ordinance Section 4.08.1.

Technical Review was held on December 15, 2021 and no concerns were identified or discussed. The Wetland Specialist reviewed the wetland delineation and soil work and took test borings at the subject site. It was determined that the information provided was accurate and the proposed parcels were able to support type one septic systems. A wetland Notice of Decision approved the report with two conditions: recommending use of silt fencing; and, surveyors locate and survey all delineated wetland areas. The Nessel Town Board recommended approval with no conditions at their December 14, 2021 meeting. Chair Yeager asked each Planning Commission member and Mr. Johnson for additional questions and comments.

Mr. Johnson stated that this was his parent's property; the existing accessory structure on Lot 1, Block 1 was built around 1974; and, he was not actively farming. Director Schneider indicated the Preliminary Plat of two lots triggered the request for Rezoning, this was not an enforcement action. Chair Yeager opened the public hearing and sought comment. No one was present to testify on the matter. With no additional person wishing to speak, **motion** by John Sutcliffe to close the public hearing. Second by Frank Storm. The **motion passed** 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille. Discussion followed on making a minor edit to condition #3 from removing "strongly recommends" to "will use" silt fencing. **Motion** by Dave Whitney to edit condition #3: The applicant will use silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur. Second by Frank Storm. The **motion passed** 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille. **Motion** by John Sutcliffe to recommend approval of the Preliminary Plat of DJ's Dream and the Rezoning of proposed Lot 1, Block of DJ's Dream from RRI to AG at 1499 505th Street, PID# 06.00500.00 with Findings of Fact and conditions presented by staff and the edited condition no. 3:

1. The Preliminary Plat is approved per plat drawing dated signed November 30, 2021. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Lot 1, Block 1, DJ's Dream shall be Rezoned by ordinance from Rural Residential I (RRI) District to Agricultural (AG) District at such time that the County Board approves the Final Plat of DJ's Dream. If the Final Plat is not approved, the land shall remain in the RRI District and shall be subject to the RRI District regulations.
3. The applicant will use silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
4. Chisago County requires that surveyors locate and survey all delineated wetland areas.
5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Second by Frank Storm. The **motion passed** 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Public Hearings – Continued Hearings - None

Old Business

a. Commercial Shooting Range Ordinance - Director Schneider highlighted additions to the draft shooting range ordinance. Discussion was held on the minimum amount of acreage needed for high power rifle ranges, with concern that 400 acres may be too much if “No Blue Sky” concept standards were incorporated into the range design. Discussion was held on noise standards and if hunting clubs could include a shooting range or not. **By consensus**, the Planning Commission requested that staff include additional language in the draft ordinance to clarify that Hunting Clubs and Shooting Preserves are different uses than a shooting range. County Commissioner DuBose suggested an edit to Section 7.32 C to incorporate a shorter range length. Commissioner DuBose asked if an application similar to the Klar application, received after the ordinance has been adopted, would be considered a commercial shooting range and be subject to the commercial shooting range regulations. Assistant County Attorney Fuge responded that the application would likely be considered and regulated as a commercial shooting range. Jim McCarthy indicated that uses need to meet noise standards. **Motion** by Frank Storm to forward the Commercial Shooting Range Ordinance as presented and with clarifying staff edits pertaining to Hunting Clubs and Shooting Preserves to the County Board for review in preparation for a public hearing. Second by John Sutcliffe. The **motion passed** 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

New Business

a. Annual Review of Planning Commission and Board of Adjustment and Appeals Policy on Commission/Board Structure, Meeting Order and General Procedure - Coordinator Thorp provided a brief history on the policy/procedure and inquired if Board members had additional comments or changes. A robust discussion was held on the legality of the Planning Commissioners submitting comments to fellow Commissioners prior to meetings or at meetings for review and discussion. Assistant County Attorney Fuge reviewed the concerns of distributing correspondence in advance of meetings, known as serial communication, and advised that debate and discussion, which includes serial communication, may only occur during the public meeting. Dave Whitney provided an alternative to the officer election process described in Section 14, suggesting a predetermined rotation of Chair and Vice Chair. The Board discussed the merits of the election/nomination process versus the suggested rotation method, with consensus being that the Planning Commission should continue to use the election/nomination process. Jim McCarthy suggested an addition to Section 12. Meeting Decorum, offering that derogatory or offensive clothing should not be allowed. Frank Storm commented that the County Board has a similar statement and he would forward it to staff. **Motion** by Frank Storm to approve the Planning Commission and Board of Adjustment and Appeals Policy on Commission/Board Structure, Meeting Order and General Procedure to County Board as presented. Second by Kelly Corbin. The motion passed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Abstained: Wille.

Communications and Reports

a. County Board Liaison Report / Update - County Commissioner DuBose reported that County Commissioner Rick Greene is Chair and County Commissioner Ben Montzka is Vice Chair for 2022. DuBose also reported that the County Board recently approved the following: a request from Lent Township for the County to provide septic inspections; Kelsey Zaavedra’s CUP with conditions; three Final Plats; and, an upgrade to heating and lighting at no cost to the county.

Miscellaneous - None

Adjourn Meeting – Motion by Frank Storm to adjourn the meeting. Second by John Sutcliffe. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille, and Storm. Nays: none. The meeting was adjourned at 9:14 p.m.

*Clerk's Note: New Planning Commissioner Jolene Wille was nominated and appointed at the January 4, 2022 County Board Organization Meeting. Commissioner Wille clarified with staff that she abstained from all but two votes due to her new appointment two days prior to the January 6, 2022 Planning Commission meeting.



Staff Report

TO: Planning Commission
 FROM: Beth Thorp, Land Services Coordinator
 SUBJECT: Preliminary Plat of DJ's Dream and Rezoning of Proposed Lot 1, Block 1, DJ's Dream (Nessel Township)
 DATE: January 6, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider the Preliminary Plat of DJ's Dream and Rezoning of proposed Lot 1, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District.

SITE & APPLICATION INFORMATION

Applicant(s):	Douglas Johnson
Property Owner(s):	Douglas Johnson
Location:	1499 505 th Street Nessel Township S. 22, T. 037, R. 022
PID:	06.00500.00
Property Area:	14.04 Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	Agricultural (AG) District
Date Application Received:	December 1, 2021
Date Application Complete:	December 6, 2021
Preliminary Plat 120-Day Review Period:	April 5, 2022
Rezoning 60-Day Review Period:	February 4, 2021



BACKGROUND

Property owner Douglas Johnson is seeking approval of the Preliminary Plat of DJ's Dream and, if approved, the Rezoning of proposed Lot 1, Block 1 from Rural Residential I (RRI) District to Agricultural (AG) District. The subject site is 14.04± acres in size and Johnson wishes to create two parcels, including one 5-acre parcel and 8.06-acre parcel.

Johnson's existing home and detached garage are situated on proposed Lot 2, Block 1, and an existing detached accessory structure is situated on proposed Lot 1, Block 1. Per recently amended Zoning Ordinance Section 4.08.1, Lot 1, Block 1 is allowed to be created with an existing detached accessory structure. Johnson intends to construct a new residence for himself on Lot 1, Block 1, and, in order to have the ability to construct more than 2,000 square feet of accessory storage space, Johnson is requesting that proposed Lot 1, Block 1 be Rezoned from RRI to AG.

PROPOSAL ANALYSIS

Per Zoning Ordinance Section 5.06, the Agricultural (AG) District is intended to provide areas to be utilized for agriculture and agriculture related uses and low density residential areas. Per Section 5.08,

the Rural Residential I (RRI) District is intended to provide a transition area between lower density rural areas and those more urban in nature which will: 1) accommodate lower density residential development in areas of existing development and in close proximity to incorporated municipalities and municipal services; 2) provide for the long range orderly growth and expansion of municipalities; and, 3) allow for the efficient extension of municipal services in the future.

Below is a table which outlines minimum requirements for the RRI and AG Districts with corresponding information for the two proposed parcels.

	Lot Size	Lot Width*	Lot Depth**
AG District Minimum Requirements	5 acres	300 feet	300 feet
Lot 1, Block 1	5.00 acres	365 feet at building setback line (505 th Street)	529.12 feet
RRI District Minimum Requirements	1 acre	200 feet	200 feet
Lot 2, Block 1	8.06 acres	710± feet at building setback line (505 th Street)	Approx. 500 feet (irregular lot shape)

** Lot width, by definition, is measured at the building setback line. Subdivision Ordinance Section 4.03 Lot Requirements states that "Each lot shall front upon a public street for the minimum lot width required, except as otherwise provided in this Ordinance."*

*** Lot depth, by definition, is the average distance measured from the front lot line to the rear lot line. Subdivision Ordinance Section 4.03 Lot Requirements states that "the depth of a lot shall not be greater than five times the width."*

As proposed, both parcels comply with and exceed the County's dimensional requirements.

As part of the review process, the Technical Review Committee met on December 15th. No concerns were identified or discussed. The County's Wetland Specialist reviewed the applicant's wetland delineation report and provided a Notice of Decision approving the report with conditions:

- Chisago County strongly recommends the use of silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
- Chisago County requires that surveyors locate and survey all delineated wetland areas.

The Wetland Specialist also reviewed the applicant's soil work and took test borings at the subject site. It was determined that the information provided appeared to be accurate and that the proposed parcels are able to support type one septic systems.

Preliminary Plats, per Minnesota Statute, are subject to a 120-day review period rather than the more typical 60-day review period applied to land use requests. However, the Rezoning is subject to a 60-day review period. If the Planning Commission is unable to make a recommendation on the two requests at its January 6th meeting, the Commission may wish to consider recommending that the County Board extend the review period for the Rezoning.

REZONING FINDINGS OF FACT

Zoning Ordinance Section 8.08 (Amendments and Rezoning) states that the Planning Commission shall consider possible effects of the proposed Rezoning based upon the following factors listed below. Staff has provided proposed findings, shown in *italics* below, for the Commission's consideration.

Factor #1 Whether the amendment will create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;

Finding #1 *The proposed Rezoning will allow for the development of one new single family residence and related accessory structures. The County finds that development of one new residence will not have an excessive impact on existing facilities or utilities.*

Factor #2 Whether the amendment is sufficiently compatible so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;

Finding #2 *The proposed Rezoning will adjust an existing zoning district boundary between the Rural Residential I (RRI) District and the Agricultural (AG) District. The future development of a single family residence on the subject site would be permitted without the Rezoning; however, the Rezoning does allow for additional accessory storage square footage. Being that the RRI and AG Districts currently abut cohesively, the County finds that the proposed Rezoning will not cause undue negative impacts to the subject property or neighboring properties or deter future development.*

Factor #3 The amendment will not cause traffic hazard or congestion;

Finding #3 *The subject site will be developed in accordance with the Agricultural (AG) District standards. The County finds that the Rezoning itself will have no impact on traffic.*

Factor #4 The amendment, in the opinion of the County, is reasonably related to the land use goals of the County and the needs of the greater community; and

Finding #4 *The County finds that the proposed Rezoning meets the intent of the land use goals identified in Chapter 9 of the Comprehensive Plan by preserving the County's rural character and supporting compatible agricultural and rural residential development in the County.*

Factor #5 The amendment is consistent with the intent and purposes of the Comprehensive Plan, Zoning Ordinance, and other relevant official land use controls.

Finding #5 *The proposed Rezoning meets the intent of the land use goals identified in the Comprehensive Plan as described in Finding #4 above. Further, the County finds that the proposed Rezoning of Rural Residential I (RRI) District to Agricultural (AG) District meets the intent and purposes of the Zoning Ordinance in that the proposed use (single family residence and accessory structures) meets the intent of the AG District and is compatible with the adjacent RRI District.*

TOWNSHIP RECOMMENDATION

The Nessel Town Board reviewed the proposed Preliminary Plat and Rezoning at its December 14th meeting and recommended approval with no conditions.

STAFF RECOMMENDATION

Staff believes that the proposed Preliminary Plat and Rezoning comply with and are consistent with the intent of the County's Zoning and Subdivision Ordinances. Barring any new or unknown evidence of compliance discovered after the completion of this report or during the course of the public hearing, staff recommends approval of the Preliminary Plat of DJ's Dream and the Rezoning of proposed Lot 1, Block 1, DJ's Dream with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Preliminary Plat is approved per plat drawing dated signed November 30, 2021. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Lot 1, Block 1, DJ's Dream shall be Rezoned by ordinance from Rural Residential I (RRI) District to Agricultural (AG) District at such time that the County Board approves the Final Plat of DJ's Dream. If the Final Plat is not approved, the land shall remain in the RRI District and shall be subject to the RRI District regulations.
3. Chisago County strongly recommends the use of silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
4. Chisago County requires that surveyors locate and survey all delineated wetland areas.
5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

OPTIONS

1. Recommend that the County Board **approve** the Preliminary Plat of DJ's Dream and the Rezoning of proposed Lot 1, Block 1, DJ's Dream from RRI to AG with conditions presented or amended.
2. Should the Planning Commission determine that the proposed Preliminary Plat and/or Rezoning do not comply with and/or are not consistent with the intent of County's Zoning and Subdivision Ordinances upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Preliminary Plat of DJ's Dream and Rezoning based on factors deemed appropriate. *(Note: The Commission will need to include specific factor(s) for denial in its motion.)*
3. **Table** action to allow for submission of additional supporting documentation and/or further review and consideration. The 120-day review period for the Preliminary Plat expires on April 5, 2022 and the 60-day review period for the Rezoning expires on February 4, 2022. If the Commission chooses to table action, it should also consider Option #4.

4. Recommend that the County Board **extend the review period for the Rezoning** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-0102, a resolution recommending approval of the Preliminary Plat of DJ's Dream and the Rezoning of proposed Lot 1, Block 1, DJ's Dream from RRI to AG, with findings of fact and conditions as presented or amended.

If the Commission chooses to recommend denial of the request for Conditional Use Permit, staff will prepare a revised resolution based on the Findings of Fact established by the Commission.

ATTACHMENTS

1. Preliminary Plat and Rezoning Application Materials:
 - a. Application dated received December 1, 2021
 - b. Aerial image 1 (subject site)
 - c. Aerial image 2 (subject site in relation to surrounding area)
 - d. Aerial image 3 (existing zoning)
 - e. Preliminary Plat drawing dated signed November 30, 2021
2. Draft Resolution No. PC2022-0102

CC: Doug Johnson, applicant
County File

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Permit #

21-220205

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Recording Fee

Base Fee 1,025

Wetland or Septic Fees PD

Plat Compliance Fee 150

TOTAL FEE \$1,175

Street Location

1499 505TH ST. RUSH CITY

Tax Parcel #

00. 00520.00

Legal Description

SEE ATTACHED

E-Mail Address:

Owner:

DAUG JOHNSON JR.

Day Phone

320-295-5255

Address

1499 505TH ST. RUSH CITY

522, T37, R22

Applicant (if other than owner)

NA

Day Phone

()

Address

NA

Type of Request:

Variance

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Preliminary Plat

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Administrative Appeal

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Administrative Permit

☐

Conditional Use Permit

☐

Ordinance Amendment

☐

Interim Use Permit

☐

Rezoning

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\$525

Applicable section of ordinance:

Description of request:

PP OF DJ'S DREAM; REZONE PROPOSED

LOT 1, BLOCK 1 FROM R1 TO AG

If Variance Application, Brief

Description of Practical

Difficulty

NA

Signature of Applicant

12-1-21

Date of Application

I hereby certify that the above information is true and correct to the best of my knowledge, and that any knowingly false representations may invalidate any approvals. With my signature, I also grant permission to Chisago County Officials to enter upon the subject property for the purpose of such inspections as may be necessary.

BT DEC 01 2021

Date Received at

Front Counter

APP DEEMED COMPLETE: DEC 6, 2021

FEB 4, 2022

60 - Day Review - REZONING

Date of Public

Hearing:

JANUARY 6, 2022

APR 5, 2022

120-DAY REVIEW -

PRELIM. PLAT

TOWNSHIP PRESENTATION FORM

Street Location 1499 525th St. Rust City

Legal Description SEE ATTACHED

Owner Name DAVID JOHNSON JR. Day Phone: [REDACTED]

Address: 1499 525th St. Rust City

Applicant: NA Day Phone: () NA
(if other than owner)

Address: NA

Type of Request: Variance ☐ Preliminary Plat ☒
Administrative Appeal ☐ Administrative Permit ☐
Conditional Use Permit ☐ Rezoning ☒
(or amendment to CLP)
Interim Use Permit ☐ Ordinance Amendment ☐

Description of Request: PRELIM PLAT OF N/S DREAM; BEZINE PERMITTED
LOT 1, BLOCK 1 FROM RRT TO AC

Date of County Public Hearing: 1-6-22

Date of Township Presentation: 2-4-21

TOWNSHIP ACTION TAKEN

Approved ☒ Denied ☐

Reasons and Conditions: _____

Signature of Township Officers: Michelle Meis


John David Brand MM
Steve Shultz

[Signature]
Signature of Applicant

1-1-21
Date

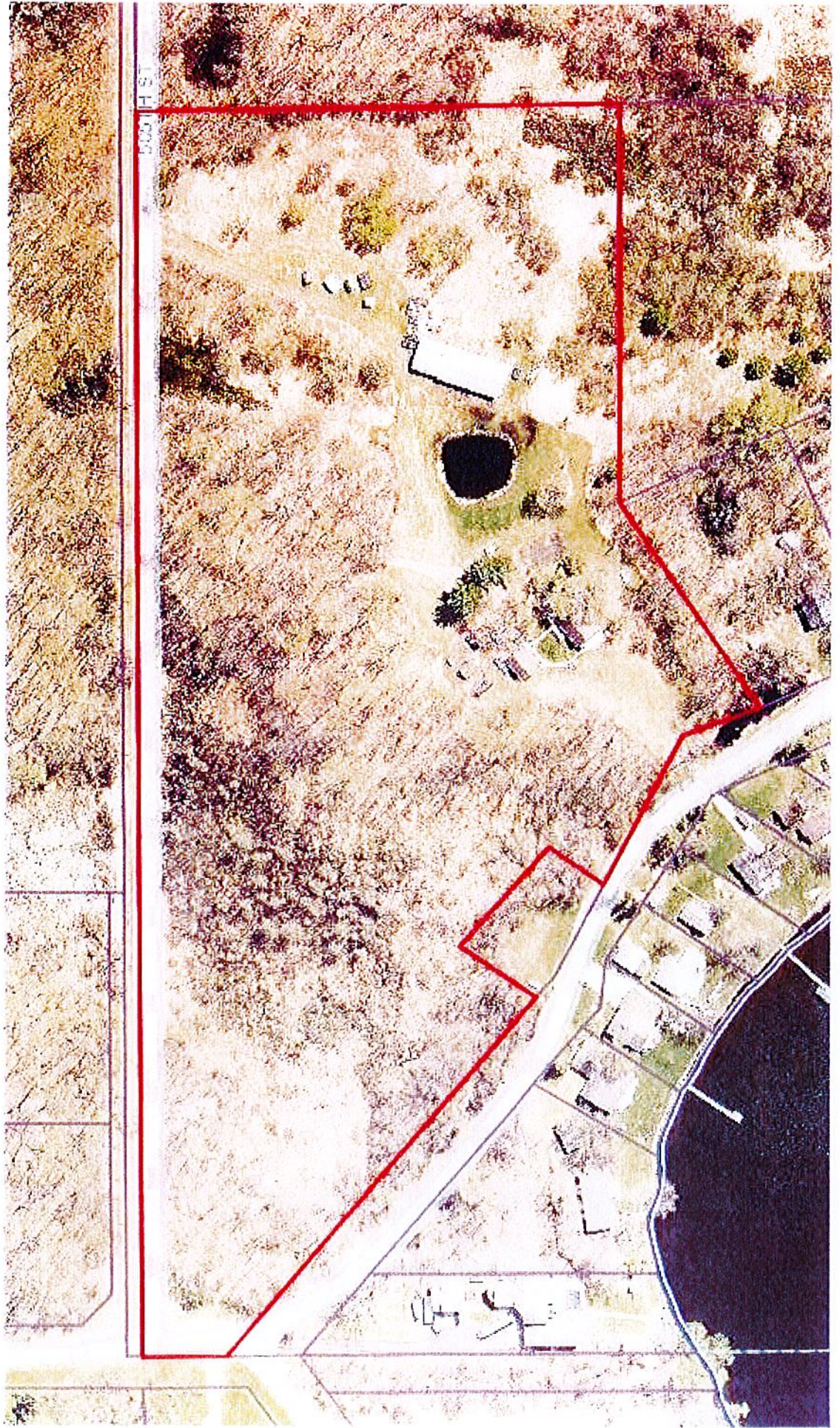
Douglas Johnson – Aerial Photo

Douglas Johnson, applicant, is seeking approval of the Preliminary Plat of DJ's Dream, involving the creation of two lots from a 14.10 acre tract; and, the Rezoning of proposed Lot 1, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District. The property is located at 1499 505th Street, Nessel Township, S22, T37, R22 (PID# 06.00500.00).

Johnson Property – 




Nessel Township
Sec. 22, T. 37, R. 22
PID # 06.00500.00



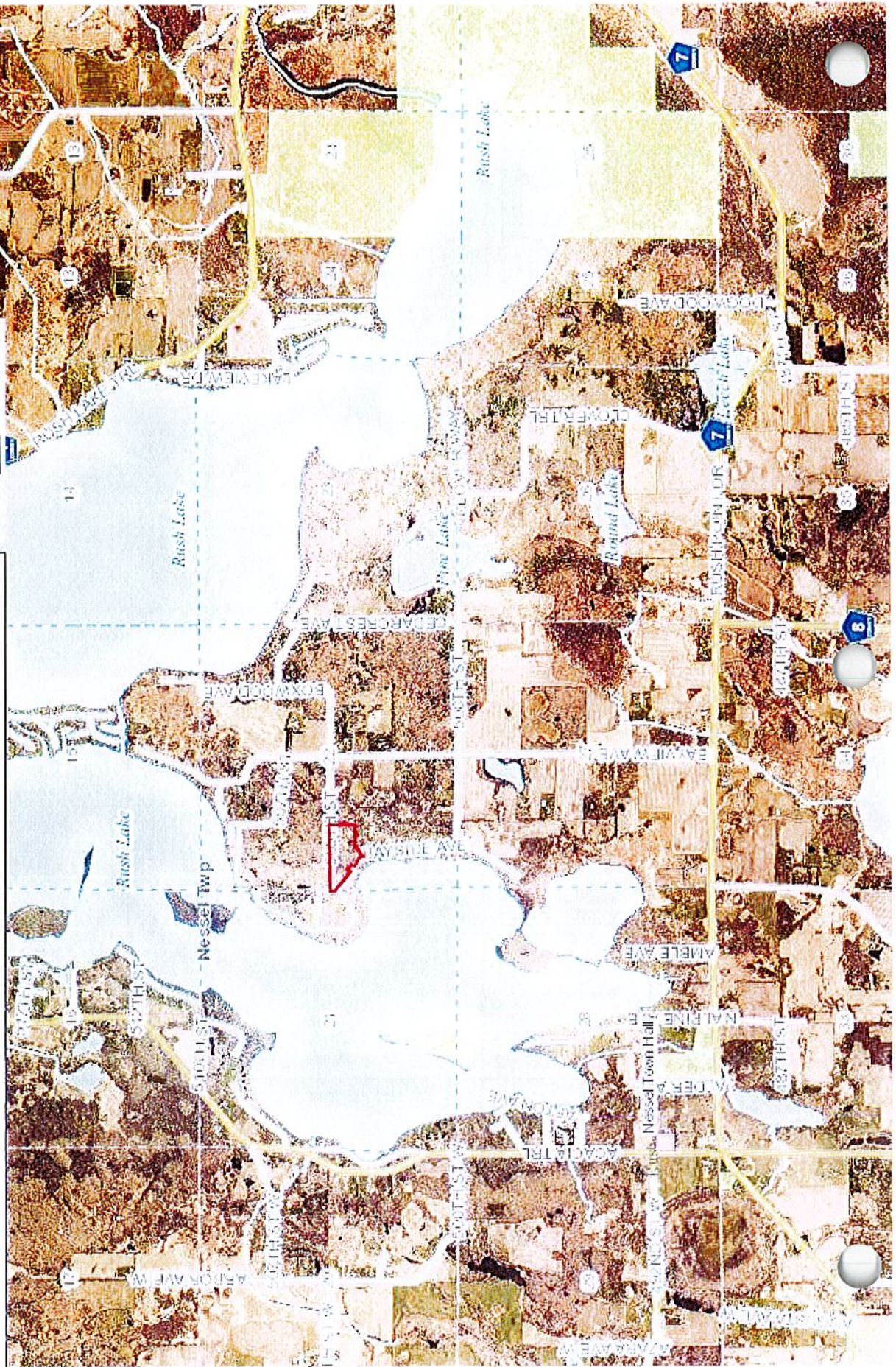
Douglas Johnson – Aerial Photo

Douglas Johnson, applicant, is seeking approval of the Preliminary Plat of DJ's Dream, involving the creation of two lots from a 14.10 acre tract; and, the Rezoning of proposed Lot 1, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District. The property is located at 1499 505th Street, Nessel Township, S22, T37, R22 (PID# 06.00500.00).

Johnson Property – 



Nessel Township
Sec. 22, T. 37, R. 22
PID # 06.00500.00

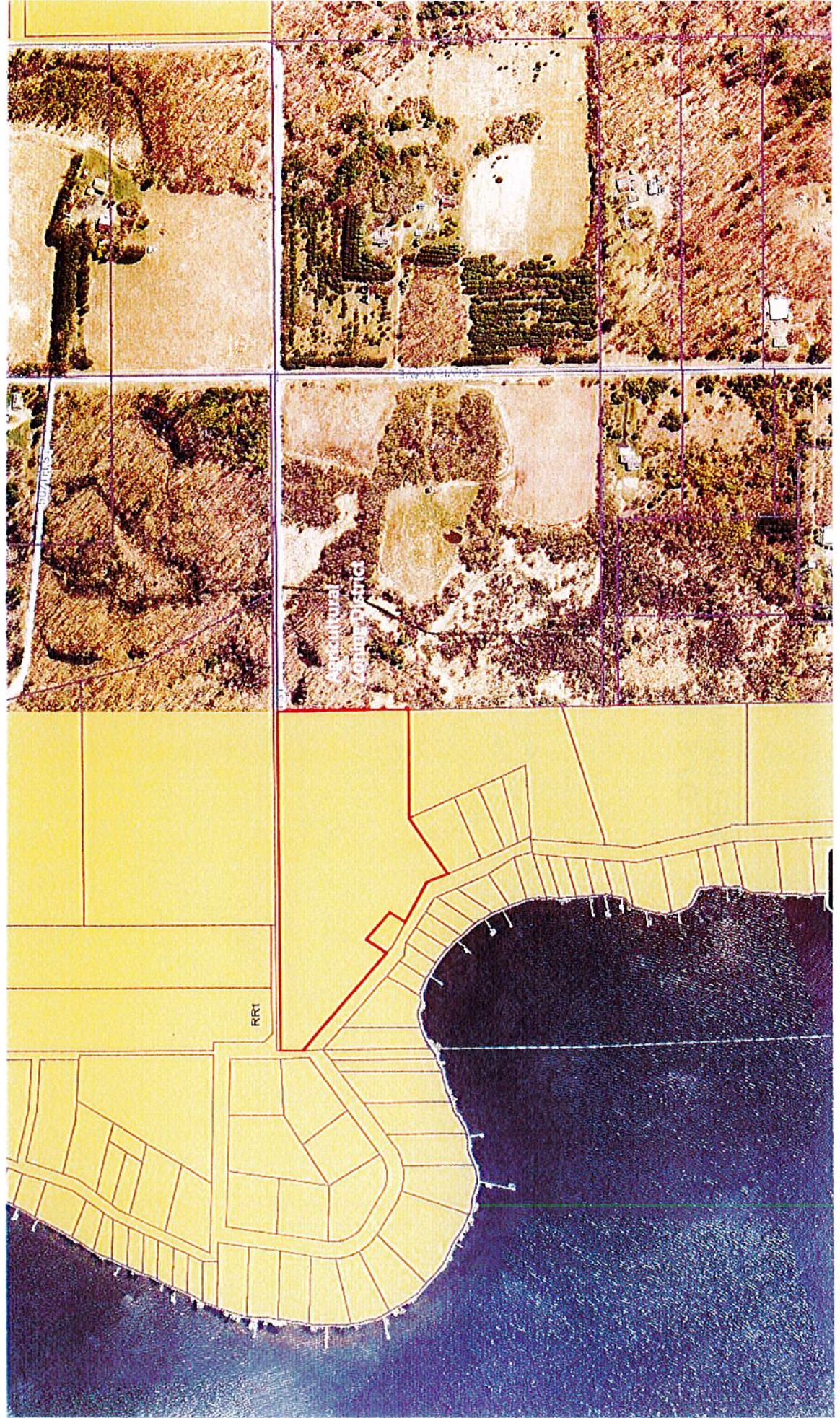


Douglas Johnson – Aerial Photo – Zoning Districts

Douglas Johnson, applicant, is seeking approval of the Preliminary Plat of DJ's Dream, involving the creation of two lots from a 14.10 acre tract; and, the Rezoning of proposed Lot 1, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District. The property is located at 1499 505th Street, Nessel Township, S22, T37, R22 (PID# 06.00500.00).
Johnson Property – RRI Zoning District & Agricultural Zoning District location shown.



Nessel Township
Sec. 22, T. 37, R. 22
PID # 06.00500.00



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RESOLUTION NO. PC2022-0102

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF THE PRELIMINARY PLAT OF DJ'S DREAM AND THE
REZONING OF PROPOSED LOT 1, BLOCK 1, DJ'S DREAM FROM RURAL
RESIDENTIAL I (RRI) DISTRICT TO AGRICULTURAL (AG) DISTRICT**

WHEREAS, Douglas Johnson, property owner and applicant, submitted an application dated received December 1, 2021 and considered complete on December 6, 2021 for the Preliminary Plat of DJ's Dream and the Rezoning of proposed Lot 1, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District; and

WHEREAS, the subject site is located at 1499 505th Street, Nessel Township and is currently located in the Rural Residential I (RRI) District; and

WHEREAS, the subject site is 14.04± acres in size and is legally described as:

PID 06.00500

That part of Government Lot 4, Section 22, Township 37, Range 22, Chisago County, Minnesota, which lies easterly and northeasterly of the township road, described in Book 88 of Deeds, page 5, in the office of the Chisago County Recorder, and northerly of the following described line:

Commencing at the southeasterly corner of Lot 8 of the recorded plat of WESTVIEW, Chisago County, Minnesota; thence on a plat bearing of North 5 degrees 15 minutes East along the wet line of Sunset Drive 288 feet to the north line of Lake Street in said plat; thence North 85 degrees 56 minutes 30 seconds East 69.93 feet; thence North 23 degrees 22 minutes West 365.16 feet; thence North 55 degrees 29 minutes 30 seconds East 271.88 feet to Point "A"; thence east, parallel with the north line of said Government Lot 4, a distance of 431.84 feet to the east line of said Government Lot 4 and the point of beginning of the line to be described; thence west, parallel with said north line, 431.84 feet to said point "A"; thence South 55 degrees 29 minutes 30 seconds West 280 feet, more or less, to the northeasterly line of the township road described in said Book 88 of Deeds, page 5, and said line there terminating.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

That part of Government Lot 4, Section 22, Township 37, Range 22, Chisago County, Minnesota, described as follows:

Commencing at the northwest corner of Lot 1, Block 1, BEES NEST, Chisago County, Minnesota; thence northeasterly along the northeasterly extension of the northwest line of said Lot 1, a distance of 60.58 feet to the northerly Right of Way of Bayside Avenue recorded in Book 88 of Deeds, page 5, in the office of the County Recorder, Chisago County, Minnesota, and the point of beginning of the property to be described; thence continuing northeasterly along said northeasterly extension a distance of 100.00 feet; thence deflecting to the right 99 degrees 16 minutes 20 seconds a distance of 145.00 feet; thence deflecting to the right 80 degrees 43 minutes 40 seconds a distance of 71.15 feet, more or less, to said northerly line of Bayside Avenue; thence northwesterly along said northerly line of Bayside Avenue to the point of beginning.

WHEREAS, notice was provided and on January 6, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission finds that the Preliminary Plat of DJ's Dream is consistent with the intent of the County's Zoning and Subdivision Ordinances; and

WHEREAS, the Planning Commission considered several factors for granting Rezoning and made the following findings per Zoning Ordinance Section 8.08:

- Factor #1 Whether the amendment will create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;
- Finding #1 *The proposed Rezoning will allow for the development of one new single family residence and related accessory structures. The County finds that development of one new residence will not have an excessive impact on existing facilities or utilities.*
- Factor #2 Whether the amendment is sufficiently compatible so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #2 *The proposed Rezoning will adjust an existing zoning district boundary between the Rural Residential I (RRI) District and the Agricultural (AG) District. The future development of a single family residence on the subject site would be permitted without the Rezoning; however, the Rezoning does allow for additional accessory storage square footage. Being that the RRI and AG Districts currently abut cohesively, the County finds that the proposed Rezoning will not cause undue negative impacts to the subject property or neighboring properties or deter future development.*
- Factor #3 The amendment will not cause traffic hazard or congestion;
- Finding #3 *The subject site will be developed in accordance with the Agricultural (AG) District standards. The County finds that the Rezoning itself will have no impact on traffic.*
- Factor #4 The amendment, in the opinion of the County, is reasonably related to the land use goals of the County and the needs of the greater community; and
- Finding #4 *The County finds that the proposed Rezoning meets the intent of the land use goals identified in Chapter 9 of the Comprehensive Plan by preserving the County's rural character and supporting compatible agricultural and rural residential development in the County.*
- Factor #5 The amendment is consistent with the intent and purposes of the Comprehensive Plan, Zoning Ordinance, and other relevant official land use controls.
- Finding #5 *The proposed Rezoning meets the intent of the land use goals identified in the Comprehensive Plan as described in Finding #4 above. Further, the County finds that the proposed Rezoning of Rural Residential I (RRI) District to Agricultural (AG) District meets the intent and purposes of the Zoning Ordinance in that the proposed use (single family residence and accessory structures) meets the intent of the AG District and is compatible with the adjacent RRI District.*

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA, that the request for Preliminary Plat and Rezoning are hereby recommended for approval, subject to the following conditions:

1. The Preliminary Plat is approved per plat drawing dated signed November 30, 2021. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Lot 1, Block 1, DJ's Dream shall be Rezoned by ordinance from Rural Residential I (RRI) District to Agricultural (AG) District at such time that the County Board approves the Final Plat of DJ's Dream. If

the Final Plat is not approved, the land shall remain in the RRI District and shall be subject to the RRI District regulations.

3. Chisago County strongly recommends the use of silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
4. Chisago County requires that surveyors locate and survey all delineated wetland areas.
5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Adopted by the Planning Commission of Chisago County, Minnesota, this 6th day of January, 2022.

Kelly Corbin

~~Chisago County Board~~

James McCarthy

Frank Storm

John Sutcliffe

Dave Whitney

Chuck Yeager

ATTEST:

Chair

Beth Thorp

Land Services Coordinator

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Chisago County Request For Board Action

Meeting Date: January 19, 2022

Item Number:

13

Title of Item for Consideration: Jason Klar Conditional Use Permit – Major Home Occupation Permit to Carry Classes / Outdoor Shooting Area

Action Requested by: Kurt Schneider, Director

Department: Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: None.

Background: Jason Klar is requesting a Conditional Use Permit for a Major Home Occupation to conduct Permit to Carry Classes with an outdoor shooting area at 47311 Government Road, Sunrise Township, (PID #09.00485.02).

At their meeting of January 6, 2022, the Planning Commission conducted the requisite public hearing and recommended approval of the request voting 4-2-1 with the attached recommended findings and conditions as provided in draft resolution of approval form for County Board consideration.

The Sunrise Town Board reviewed the proposal on December 16, 2021 and recommended approval with no conditions.

Pursuant to Minnesota Statute, the 60-day agency action deadline is January 23, 2022. Among the options for the County Board at tonight's meeting are the following:

- Approve the CUP, as recommended and with the Findings and Conditions prepared by the Planning Commission and carried forward by County ESD staff;
- Consider and Approve the CUP, generally as recommended by the Planning Commission and County ESD staff, but with modified Conditions determined and approved by the County Board at tonight's meeting (to be codified as part of the formal CUP approval);
- The County Board may extend the initial 60-day period (up to a total of 120 days), if, before the end of the initial 60-day period, it notifies the landowner in writing of its intent to take additional time to consider the application, the reasons for the extension, and anticipated length of the extension (Minn. Stat. 15.99, Subd. 3(c)).

Sufficient time exists for the County Board to extend the initial 60-day period via written notification, if such a decision is formally taken at tonight's Meeting. Any motion to extend this time period should include, at a minimum, direction to staff to prepare a written notification of the County Board's action "to take up to an additional 60 days to further review the record and make a decision on this application."

- The County Board may Deny the CUP for legally justifiable reasons, but must state such reasons as part of the official record of decision (either as part of a motion to deny or as part of a failure of a motion to approve). Moreover, such action must be taken prior to the end of the initial 60-day period (or 120-day period if extended).

Additionally, State Statute directs (but does not mandate) that written reasons for denial be provided to the applicant prior to the end of the initial 60-day period (or 120-day period if extended) and be consistent with the reasons stated in the record at the time of denial. Typically, such written reasons are prepared and adopted by the body as part of its denial, or at the next

scheduled meeting.

Attachment(s):

- Draft Resolution of Approval #22/0119-01 w/recommended findings and conditions of the Planning Commission
- January 6, 2022 Planning Commission Minutes (draft)
- January 6, 2022 Planning Commission Staff Report & Hearing Packet

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the recommendation of the Planning Commission to approve the Jason Klar Conditional Use Permit for Major Home Occupation to conduct Permit to Carry Classes with an outdoor shooting area at 47311 Government Road, Sunrise Township, (PID #09.00485.02). The following is the suggested language for the motion:

"Move to approve Resolution 22/0119-01, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Jason Klar Conditional Use Permit for Major Home Occupation to conduct Permit to Carry Classes with an outdoor shooting area at 47311 Government Road, Sunrise Township, (PID #09.00485.02) with Findings and Conditions as recommended by the Planning Commission."

Implications of Action – Recommended Board action grants the requested Conditional Use Permit and allows, subject to conditions.

Budget/Financial Implications: None.

Legal/Policy Implications: The recommended Board consideration and action(s) are in conformity with generally accepted practices, procedures and interpretations of applicable state statutes and County ordinances and policies. Conditions placed on the CUP must be satisfied and cannot be modified, removed, expanded, or revoked without due process.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO. 22/0119-_____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA,
APPROVING A CONDITIONAL USE PERMIT ALLOWING A MAJOR HOME OCCUPATION ON PROPERTY
LOCATED AT 47311 GOVERNMENT ROAD IN SUNRISE TOWNSHIP**

WHEREAS, Jason Klar, property owner and applicant, submitted an application dated received November 18, 2021 and considered complete on November 24, 2021 for a Conditional Use Permit allowing a Major Home Occupation; and

WHEREAS, the proposed Major Home Occupation involves educational classes for permit to carry a pistol, with the classroom portion of the class conducted within the residential dwelling and the live fire exercise portion of the class conducted in the rear yard; and

WHEREAS, the subject site is located at 47311 Government Road, Sunrise Township and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is 9.03± acres in size and is legally described as:

PID 09.00485.02
Lot 2, Block 1, Refshaw Acres
Section 02, Township 036, Range 021
Chisago County, MN

WHEREAS, notice was provided and on January 6, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Conditional Use Permit with conditions per Resolution No. PC2022-0101; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its January 19, 2022; and

WHEREAS, the Board of Commissioners considered several factors for granting Conditional Use Permits and made the following findings per Zoning Ordinance Section 8.04 C:

Factor #1

The [proposed action is consistent with the] Comprehensive Plan and development policies of the County;

Finding #1

Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan and meets all performance standards provided in Zoning Ordinance Section 4.04 C.

Factor #2

The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area;

Finding #2

Being that the proposed Major Home Occupation will not increase population and will not generate excessive traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.

Factor #3

The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;

Finding #3

The County finds that the proposed Major Home Occupation will be sufficiently screened from adjacent development by distance and dense wooded areas.

Factor #4

The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Finding #4

The proposed Major Home Occupation will be partially located within a dwelling and partially located in the rear yard. The outdoor portion includes a shooting berm and target stands. There is no evidence to suggest that the appearance of the shooting berm and target stands have had or will have an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties.

Factor #5

The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;

Finding #5

The subject site is zoned Agricultural (AG) District and is developed with a single family home and accessory structures. Major Home Occupations are allowed within the AG District with approval of a Conditional Use Permit. The County finds that the proposed Major Home Occupation is clearly secondary in nature to the principal use and is compatible with the existing land use.

Factor #6

The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;

Finding #6

The Zoning Ordinance defines Major Home Occupation and establishes performance standards for approval of Major Home Occupations. The County finds that the proposed Major Home Occupation meets the intent of the defined land use and the intent of the Agricultural (AG) District.

Factor #7

The proposed use will not cause traffic hazard or congestion; and

Finding #7

The County finds that the proposed Major Home Occupation will not generate a significant increase in traffic, and will, therefore, not cause a traffic hazard or congestion on CR 9 or CR 11.

Factor #8

The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.

Finding #8

The County finds that the proposed Major Home Occupation will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness, based on distance, existing screening provided by dense wooded areas, and the limited frequency and time involved in the live fire exercise portion of the class (six to eight occurrences per year at 30 minutes to one hour per occurrence).

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the request for Conditional Use Permit, subject to the following conditions:

1. The Major Home Occupation shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the attached written narrative and site plans (maps #1 and #2) dated received November 18, 2021, except as specifically noted below.
2. Any change involving structural alterations, enlargement, intensification or expansion of use, or change not specifically permitted by the Conditional Use Permit shall require County Board approval of a Conditional Use Permit Amendment.
3. The Conditional Use Permit only applies to property identified as PID 09.00485.02. Neither the classroom portion nor the live fire exercise portion of the class may take place on the applicant's adjacent property identified as 09.00485.03.
4. The applicant may offer no more than 12 classes per year at the subject site.
5. Classes may only be held on Saturdays, beginning no earlier than 7:00 am and ending no later than 3:00 pm. Neither the Conditional Use Permit nor this condition preclude the applicant from utilizing the shooting berm for personal recreational use outside of the stated days and hours of operation.
6. The live fire exercise portion of the class shall be conducted at the shooting berm described in the written narrative and identified on the site plan (map #2) both dated received November 18, 2021. If the applicant wishes to relocate the shooting berm or method used for completing the live fire exercise on the subject site, the applicant must request and obtain approval of a Conditional Use Permit Amendment. This condition does not prohibit the applicant from utilizing an off-site legally authorized commercial shooting range for the live fire exercise.
7. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.
8. There shall be no employees other than those persons residing in the dwelling.
9. The applicant shall monitor water usage for one year, beginning from the date of Conditional Use Permit approval, by installing a water meter and submitting monthly reports to the Department of Environmental Services.

10. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
11. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.
12. The shooting berm shall be redesigned and constructed to meet the MN Department of Natural Resources' suggestions for properly constructed exterior berms, identified in the MN Department of Natural Resources' *Outdoor Shooting Ranges: Best Practices* guide, as follows:
The recommended height of a properly constructed exterior berm is twelve (12) feet, constructed with 1:1 (soil type dependent) sidewall slopes, and a four (4) foot wide flat top. Clean, rock-free earthen material is cheapest to use in construction, and must be re-vegetated immediately after final soil smoothing and shaping is completed, to prevent on-going erosion problems. No woody vegetation should be planted on the side berm, which would tend to weaken the structure. Ditching or sloping to prevent water ponding on the outside of an exterior berm is also recommended.
13. If the applicant's southern parcel, identified as 09.00485.03, is divided, sold or developed, the Conditional Use Permit shall be reviewed by the Chisago County Planning Commission and Board of Commissioners, and the buyer shall be advised of the CUP.

Commissioner _____ seconded the resolution and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF:
OPPOSED:

Whereupon the proclamation was declared duly **passed** and **adopted**.

Approved: January 19, 2022

Rick Greene
Chair, Board of Commissioners

ATTEST: _____
Christina Vollrath
Clerk of the Board

CHISAGO COUNTY
PLANNING COMMISSION OFFICIAL PROCEEDINGS
January 6, 2022

The Chisago County Planning Commission met in regular session at 7:00 p.m. on Thursday, January 6, 2022 at the Chisago County Government Center.

Staff Present: Beth Thorp, Land Services Coordinator; Kurt Schneider, Environmental Services Director; Diane Sander, Support Specialist; and, Jeff Fuge, Assistant County Attorney.

Coordinator Thorp called the meeting to order and led the assembly in the Pledge of Allegiance. A roll call of Board members was taken. Commission members present: Frank Storm, Jolene Wille, John Sutcliffe, Chip Yeager, Jim McCarthy, Kelly Corbin, and Dave Whitney. Also present: Ex Officio County Commissioner Chris DuBose. A quorum was established with members present.

NOMINATIONS OF OFFICERS – Coordinator Thorp called for nominations for 2022 Chair. John Sutcliffe nominated Chip Yeager for Chair; second by Dave Whitney. Upon multiple calls, no other nominations were made. All present voted and the nomination was affirmed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Coordinator Thorp called for nominations for 2022 Vice Chair. Dave Whitney nominated Jim McCarthy for Vice Chair; second by John Sutcliffe. Upon multiple calls, no other nominations were made. All present voted and the nomination was affirmed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Chair Yeager thanked Shellene Johnson for her work on the Planning Commission and welcomed new Planning Commissioner Jolene Wille.

Approval of Agenda – Motion by Jim McCarthy to approve the agenda as presented; second by Dave Whitney. The motion passed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Approval of Minutes – Motion by Frank Storm to approve the December 2, 2021 meeting minutes as presented; second by John Sutcliffe. The motion passed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Receive all Materials and Submittals into Record - Motion by Dave Whitney to accept all materials and submittals into the record with the addition of Commissioner McCarthy's information, comments, and photos; second by Jim McCarthy. The motion passed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Materials distributed to the Planning Commission in advance of the meeting for their review included: Staff reports with attachments. Materials distributed to the Planning Commission at the meeting included: Commissioner McCarthy's Comments that included: E.A.R. Gunfire Noise Level Reference Chart, WKC Sound Attenuation Calculator distances, and alternative Findings of Fact and photos for the Klar Conditional Use Permit application. Copies of all correspondence and meeting materials were made available for the public.

Public Hearings – New Applications

a. Jason Klar – Coordinator Thorp provided a brief background on Mr. Klar's request for a Conditional Use Permit (CUP) for Major Home Occupation in the Agricultural (AG) District in order to conduct educational classes for permit to carry a pistol. The property is located at 47311 Government Road, Sunrise Township, S2, T36, R21 (PID# 09.00485.02). The use is being considered a *Major* Home Occupation due to the live fire exercise portion of the class being conducted outside of the residence on the subject property. The proposed use has been occurring on the property for approximately four years and applicant is seeking a CUP to bring the use into compliance with the County's Zoning Ordinance. Applicant's written narrative states:

- Six to eight classes per year on Saturdays from 9:00 am – 2:00 pm.
- Classroom portion of the class is held within the Klar's residence.
- Class size ranges from four to ten students and each student is required to fire 12 rounds of ammunition.
- The live fire exercise portion of the class is held at a shooting berm located near the eastern boundary of the subject property and lasts 30 minutes to one hour depending on class size. The students stand approximately 20 feet from the shooting berm when firing and they shoot in a southerly direction, which is in the direction of an adjacent property owned by Klar.
- All students park on Klar's driveway, creating no impact on County Road 57.
- Klar owns 23 acres in total. (Staff note: this acreage includes two separate parcels and the request for CUP only includes the northerly 9.03-acre parcel identified as PID 09.00485.02. Klar stated that no Home Occupation activity will take place on the southerly 14.07-acre parcel identified as PID 09.00485.03.)

Technical Review was held on December 15, 2021 and the County's Sanitarian performed a septic certification to ensure that the existing septic system was suitable for increased usage. The inspection was held on November 24, 2021 and was compliant. The Sanitarian recommended the applicant monitor water usage for one year by installing a water meter and submitting monthly reports to Chisago County Environmental Services. County staff also suggested requiring that the height of the shooting berm or any other shooting area features be increased. The Sunrise Town Board recommended approval with no conditions at their December 16, 2021 meeting. Chair Yeager asked each Planning Commission member and Mr. Klar for additional questions and comments.

Mr. Klar indicated he had a pool of knowledge and experience to conduct educational classes and serve as Range Safety Officer. Mr. Klar explained that the classes were more of a hobby and service to the community than a major home occupation. He expressed concerns with the recommended water usage monitoring for one year since he has had no issues to date and the septic was found compliant. Frank Storm asked a variety of questions dealing with outdoor range design standards from various sources. Dave Whitney asked clarifying questions on how the outdoor classroom portion was operated. Mr. Klar reviewed his process from indoor classroom and his operation/transition to Range Safety Officer for the live fire exercise. Mr. Klar indicated his class attendants range from beginner to experienced pistol users. Mr. Klar is not required, but does have liability insurance as an instructor. Jim McCarthy asked if a noise study has been conducted. Mr. Klar indicated he has not done a noise study. Kelly Corbin noted concerns with the CUP going with the property instead of having an end date similar to an Interim Use Permit. John Sutcliffe had concerns with potential development of the southern 14-acre parcel.

Chair Yeager opened the public hearing and sought comment.

John Lesch – Lesch Law Firm representing Clair and Ethel Dickson, adjacent land owners, and is in a pending lawsuit over earthwork and water runoff impacting a hay field. Mr. Lesch pointed out that Mr. Klar was not a good neighbor by ignoring rules for earthwork/drainage. The CUP request will affect the character of the neighborhood and will generate noise or vibrations which go beyond the applicant's property line. Mr. Lesch

presented four letters from neighbors and recommended denial until pending litigation has been resolved.

Chair Yeager read the four letters presented by Mr. Lesch:

Brad Tauer – 8500 470th Street. “I have two concerns about a gun range opening. First, property value falling and second, chasing wildlife away for hunting purposes.”

Glenn and LaDez Mell – 9535 475th Street. “We own property to the south that is farmed. I am out on the property a lot through the growing season. I have concerns if they will be shooting towards my direction where I will be working. Second concern, I do not think their land is large enough to support a shooting range, since there is a County Road on the west, houses on the north and east property sides and my property on the south side. It would be best for an indoor shooting range, would have a yearly calendar of when shooting so neighboring landowners know what is happening.”

Jenna and Eric Lovrien – 46983 James Avenue. “We approve of Klar’s business at his residence if there are limitations. One – two weekends a month at max having a class outdoors that involves shooting. We are outside quite often and do not want to hear shooting constantly on the weekends that are meant to be enjoyed and relaxing. If it is an every weekend occurrence, we are against it. We have no issues with his business in general, just do not want to hear shooting more often than we already do. No Tannerite should be allowed. I believe that has been used a couple of times and neighbors thought someone’s propane tank exploded. Almost in every direction there are children and feel that should also be a consideration.”

Clair and Ethel Dickson – 47258 James Avenue. “We are concerned about live fire exercise portion of the class being conducted outside of the residence. Our objection is to excess unnecessary noise and depreciating property values. Concerns with the shooting range area being too small to be safe and safety of our grandkids and ourselves while we in the woods near the property line. Concerns with location of county road and surrounding residence. Water goes onto our land and result in financial devaluation and request to at least postpone decision until our lawsuit is has been resolved. Semi-automatic gunfire and Tannerite is very loud and annoying. No doubt such activity has negative effects on neighboring propriety and support this permit not to be issued. We don’t have a problem with the classes in the house. It’s the shooting part that we have issue with. Suggestions: firing at indoor range or build an indoor range, limit practice and testing to small caliber arms, let us know when classes with be and how long, and limit classes to no more than once a week.”

Members of the audience provided the following testimony:

Robert Phillips – 9094 475th Street. I live northeast of Klar’s and have taken his class. I moved into the neighborhood and found this class as a way to connect with the community and get to know my neighbors. I hear gunshots throughout the year and it comes from other properties, not just Klar’s property. Classes are small and class/berm meet standards. When classes are held, shooting usually starts around 11:00 – 11:30 and lasts about 60 to 90 minutes. This class is a service to our community, legal to do, and makes our community important.

Reed Miner – 47274 James Avenue. I list east of the shooting berm. I would repeat and reiterate everything Robert Phillips noted. I have no issues with the CUP. I have taken this class; it is safe and professional. Shooting is close to the berm and is safe.

With no additional person wishing to speak, ***motion*** by Frank Storm to close the public hearing. Second by John Sutcliffe. The motion passed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Abstained: Wille.

Jim McCarthy reviewed his previously distributed E.A.R. Gunfire Noise Level Reference Chart and WKC Sound Attenuation Calculator/Study. His calculations demonstrated that the noise level does not meet the county’s ordinance on noise. John Sutcliffe expressed concerns with the southern property, currently owned by Klar,

being sold or developed, and he commented that the berm seems small. Dave Whitney expressed concerns with the berm not being tall enough or wide enough. Dave Whitney discussed a "No Blue Sky" concept (shooting area that is covered and uses baffles, berms, and backstops to prevent shot from leaving range) and suggested that it could be utilized for noise reduction and safety improvement. Lengthy discussion followed on cost effectiveness of building an indoor range, various berm improvements, noise reduction, and renovating an existing accessory structure into indoor range. Frank Storm reviewed properly constructed exterior berm criteria from the Minnesota Department of Natural Resources (DNR) Outdoor Shooting Ranges: Best Practices guide. Per the guide, the recommended height of exterior berms is 12 feet, four-foot-wide flat top, with 1:1 sidewall slopes; with, clean rock-free earthen material, re-vegetated after final construction to prevent erosion problems. Discussion continued on noise standards and legal opinion if the property title could include notation of the CUP or if a legal document could be recorded for potential future owners of the property immediately south.

Motion by Frank Storm to accept staff's recommended conditions nos. 1-11 as presented and add condition 12: The shooting berm shall be redesigned and constructed to meet the MN Department of Natural Resources' suggestions for properly constructed exterior berms, identified in the MN Department of Natural Resources' *Outdoor Shooting Ranges: Best Practices* guide, as follows: *The recommended height of a properly constructed exterior berm is twelve (12) feet, constructed with 1:1 (soil type dependent) sidewall slopes, and a four (4) foot wide flat top. Clean, rock-free earthen material is cheapest to use in construction, and must be re-vegetated immediately after final soil smoothing and shaping is completed, to prevent on-going erosion problems. No woody vegetation should be planted on the side berm, which would tend to weaken the structure. Ditching or sloping to prevent water ponding on the outside of an exterior berm is also recommended.* Second by Dave Whitney. The **motion passed** 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Abstained: Wille.

Discussion on noise standards continued with reference to previous applications and setting precedent. **Motion** by Dave Whitney to edit condition #7 (addition of underlined verbiage): Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards. Applicant will supply Department of Environmental Services with an independent noise study from various locations on the property. The motion did not receive a second; therefore, the motion failed. Discussion was held on adding a condition on the pending lawsuit and need to wait until it has been resolved. Assistant County Attorney Jeff Fuge advised not to add it as a condition. **Motion** by John Sutcliffe to add Condition 13: If the applicant's southern parcel, identified as 09.00485.03, is divided, sold or developed, the Conditional Use Permit shall be reviewed by the Chisago County Planning Commission and Board of Commissioners, and the buyer shall be advised of the CUP. Second by Kelly Corbin. The **motion passed** 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Abstained: Wille.

Motion by Jim McCarthy to recommend denial of the request for Conditional Use Permit based on the request not meeting performance standards for noise and based on alternative Findings of Fact (see below). Second by Kelly Corbin.

Finding #1 - Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan but it does not meet all performance standards provided in Zoning Ordinance Section 4.04 C and Section 7 - Performance Standards.

Finding #3 - The proposed shooting range is not compatible with adjacent uses as it fails to meet the noise performance standard contained in Section 7.05. The proposed indoor training class activity sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development.

Finding #4 - The proposed Major Home Occupation will be partially located within a dwelling and partially located in the rear yard. The outdoor portion includes a shooting berm and target stands. There is no clear noise data evidence to suggest that the appearance of the shooting berm and target stands have had or will have an adverse effect upon adjacent properties; ~~therefore, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties.~~

Finding #5 - The subject site is zoned Agricultural (AG) District and is developed with a single-family home and accessory structures. Major Home Occupations are allowed within the AG District with approval of a Conditional Use Permit. The County finds that the proposed Major Home Occupation training class activity, with the exception of the shooting range, is clearly secondary in nature to the principal use and is compatible with the existing land use. The shooting range is not secondary in nature due to its significant impact on neighboring residential uses.

Finding #6 - The Zoning Ordinance defines Major Home Occupation and establishes performance standards for approval of Major Home Occupations. The County finds that the proposed Major Home Occupation meets the intent of the defined land use and the intent of the Agricultural (AG) District with the exception of the outdoor shooting range.

Finding #8 - The County finds that the proposed Major Home Occupation will ~~not~~ adversely impact nearby properties by intrusion of noise, ~~glare or general unsightliness,~~ based on distance, existing screening provided by dense wooded areas, and ~~the limited frequency and time involved in the live fire exercise portion of the class (six to eight occurrences per year at 30 minutes to one hours per occurrence).~~

The ***motion failed*** 2-4-1 with a roll call vote. Ayes: McCarthy and Corbin. Nays: Whitney, Storm, Sutcliffe, and Chair Yeager. Abstained: Wille.

Motion by John Sutcliffe to recommend approval of the Conditional Use Permit for a Major Home Occupation to conduct educational classes for permit to carry a pistol at 47311 Government Road, PID# 09.00485.02 with Findings of Fact and conditions 1 -11 provided by staff and the addition of Conditions 12 and 13:

1. The Major Home Occupation shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the attached written narrative and site plans (maps #1 and #2) dated received November 18, 2021, except as specifically noted below.
2. Any change involving structural alterations, enlargement, intensification or expansion of use, or change not specifically permitted by the Conditional Use Permit shall require County Board approval of a Conditional Use Permit Amendment.
3. The Conditional Use Permit only applies to property identified as PID 09.00485.02. Neither the classroom portion nor the live fire exercise portion of the class may take place on the applicant's adjacent property identified as 09.00485.03.
4. The applicant may offer no more than 12 classes per year at the subject site.

5. Classes may only be held on Saturdays, beginning no earlier than 7:00 am and ending no later than 3:00 pm. Neither the Conditional Use Permit nor this condition preclude the applicant from utilizing the shooting berm for personal recreational use outside of the stated days and hours of operation.
6. The live fire exercise portion of the class shall be conducted at the shooting berm described in the written narrative and identified on the site plan (map #2) both dated received November 18, 2021. If the applicant wishes to relocate the shooting berm or method used for completing the live fire exercise on the subject site, the applicant must request and obtain approval of a Conditional Use Permit Amendment. This condition does not prohibit the applicant from utilizing an off-site legally authorized commercial shooting range for the live fire exercise.
7. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.
8. There shall be no employees other than those persons residing in the dwelling.
9. The applicant shall monitor water usage for one year, beginning from the date of Conditional Use Permit approval, by installing a water meter and submitting monthly reports to the Department of Environmental Services.
10. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
11. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.
12. The shooting berm shall be redesigned and constructed to meet the MN Department of Natural Resources' suggestions for properly constructed exterior berms, identified in the MN Department of Natural Resources' *Outdoor Shooting Ranges: Best Practices* guide, as follows: *The recommended height of a properly constructed exterior berm is twelve (12) feet, constructed with 1:1 (soil type dependent) sidewall slopes, and a four (4) foot wide flat top. Clean, rock-free earthen material is cheapest to use in construction, and must be re-vegetated immediately after final soil smoothing and shaping is completed, to prevent on-going erosion problems. No woody vegetation should be planted on the side berm, which would tend to weaken the structure. Ditching or sloping to prevent water ponding on the outside of an exterior berm is also recommended.*
13. If the applicant's southern parcel, identified as 09.00485.03, is divided, sold or developed, the Conditional Use Permit shall be reviewed by the Chisago County Planning Commission and Board of Commissioners, and the buyer shall be advised of the CUP.

Second by Frank Storm. The **motion passed** 4-2-0. Ayes: Whitney, Chair Yeager, Sutcliffe, and Storm. Nays: McCarthy and Corbin. Abstained: Wille.

b. Douglas Johnson – Coordinator Thorp provided a brief background on the request for Preliminary Plat of DJ's Dream and Rezoning of proposed Lot 1, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District. The proposed plat includes two lots created from a 14.10-acre tract; one 5-acre parcel and one 8.06-acre parcel. Current zoning is Rural Residential I (RRI), but Mr. Johnson intends to construct a new residence for himself on Lot 1, Block 1 and would like the ability to have more than 2,000 square feet of

accessory storage space. Therefore, Johnson requested that Lot 1, Block 1 be Rezoned from RRI District to Agricultural (AG) District. The property is located at 1499 505th Street, PID# 06.00500.00. Thorp explained that Lot 1, Block 1 is shown developed with a single structure, that structure being an accessory structure. Thorp continued that Lot 1, Block 1 is now allowed to be created with an existing detached accessory structure per recently amended Zoning Ordinance Section 4.08.1.

Technical Review was held on December 15, 2021 and no concerns were identified or discussed. The Wetland Specialist reviewed the wetland delineation and soil work and took test borings at the subject site. It was determined that the information provided was accurate and the proposed parcels were able to support type one septic systems. A wetland Notice of Decision approved the report with two conditions: recommending use of silt fencing; and, surveyors locate and survey all delineated wetland areas. The Nessel Town Board recommended approval with no conditions at their December 14, 2021 meeting. Chair Yeager asked each Planning Commission member and Mr. Johnson for additional questions and comments.

Mr. Johnson stated that this was his parent's property; the existing accessory structure on Lot 1, Block 1 was built around 1974; and, he was not actively farming. Director Schneider indicated the Preliminary Plat of two lots triggered the request for Rezoning, this was not an enforcement action. Chair Yeager opened the public hearing and sought comment. No one was present to testify on the matter. With no additional person wishing to speak, **motion** by John Sutcliffe to close the public hearing. Second by Frank Storm. The **motion passed 6-0-1**. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille. Discussion followed on making a minor edit to condition #3 from removing "strongly recommends" to "will use" silt fencing. **Motion** by Dave Whitney to edit condition #3: The applicant will use silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur. Second by Frank Storm. The **motion passed 6-0-1**. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille. **Motion** by John Sutcliffe to recommend approval of the Preliminary Plat of DJ's Dream and the Rezoning of proposed Lot 1, Block of DJ's Dream from RRI to AG at 1499 505th Street, PID# 06.00500.00 with Findings of Fact and conditions presented by staff and the edited condition no. 3:

1. The Preliminary Plat is approved per plat drawing dated signed November 30, 2021. Any deviation from the approved plat drawing shall require further review by the Planning Commission and approval by the County Board.
2. Lot 1, Block 1, DJ's Dream shall be Rezoned by ordinance from Rural Residential I (RRI) District to Agricultural (AG) District at such time that the County Board approves the Final Plat of DJ's Dream. If the Final Plat is not approved, the land shall remain in the RRI District and shall be subject to the RRI District regulations.
3. The applicant will use silt fencing around all delineated wetlands, particularly where sedimentation due to construction is likely to occur.
4. Chisago County requires that surveyors locate and survey all delineated wetland areas.
5. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
6. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat, unless an extension of time if requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.

Second by Frank Storm. The **motion passed** 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

Public Hearings – Continued Hearings - None

Old Business

a. **Commercial Shooting Range Ordinance** - Director Schneider highlighted additions to the draft shooting range ordinance. Discussion was held on the minimum amount of acreage needed for high power rifle ranges, with concern that 400 acres may be too much if “No Blue Sky” concept standards were incorporated into the range design. Discussion was held on noise standards and if hunting clubs could include a shooting range or not. **By consensus**, the Planning Commission requested that staff include additional language in the draft ordinance to clarify that Hunting Clubs and Shooting Preserves are different uses than a shooting range. County Commissioner DuBose suggested an edit to Section 7.32 C to incorporate a shorter range length. Commissioner DuBose asked if an application similar to the Klar application, received after the ordinance has been adopted, would be considered a commercial shooting range and be subject to the commercial shooting range regulations. Assistant County Attorney Fuge responded that the application would likely be considered and regulated as a commercial shooting range. Jim McCarthy indicated that uses need to meet noise standards. **Motion** by Frank Storm to forward the Commercial Shooting Range Ordinance as presented and with clarifying staff edits pertaining to Hunting Clubs and Shooting Preserves to the County Board for review in preparation for a public hearing. Second by John Sutcliffe. The **motion passed** 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Nays: None. Abstained: Wille.

New Business

a. **Annual Review of Planning Commission and Board of Adjustment and Appeals Policy on Commission/Board Structure, Meeting Order and General Procedure** - Coordinator Thorp provided a brief history on the policy/procedure and inquired if Board members had additional comments or changes. A robust discussion was held on the legality of the Planning Commissioners submitting comments to fellow Commissioners prior to meetings or at meetings for review and discussion. Assistant County Attorney Fuge reviewed the concerns of distributing correspondence in advance of meetings, known as serial communication, and advised that debate and discussion, which includes serial communication, may only occur during the public meeting. Dave Whitney provided an alternative to the officer election process described in Section 14, suggesting a predetermined rotation of Chair and Vice Chair. The Board discussed the merits of the election/nomination process versus the suggested rotation method, with consensus being that the Planning Commission should continue to use the election/nomination process. Jim McCarthy suggested an addition to Section 12. Meeting Decorum, offering that derogatory or offensive clothing should not be allowed. Frank Storm commented that the County Board has a similar statement and he would forward it to staff. **Motion** by Frank Storm to approve the Planning Commission and Board of Adjustment and Appeals Policy on Commission/Board Structure, Meeting Order and General Procedure to County Board as presented. Second by Kelly Corbin. The motion passed 6-0-1. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, and Storm. Abstained: Wille.

Communications and Reports

a. **County Board Liaison Report / Update** - County Commissioner DuBose reported that County Commissioner Rick Greene is Chair and County Commissioner Ben Montzka is Vice Chair for 2022. DuBose also reported that the County Board recently approved the following: a request from Lent Township for the County to provide septic inspections; Kelsey Zaavedra’s CUP with conditions; three Final Plats; and, an upgrade to heating and lighting at no cost to the county.

Miscellaneous - None

Adjourn Meeting – Motion by Frank Storm to adjourn the meeting. Second by John Sutcliffe. The motion passed 7-0. Ayes: Whitney, Corbin, McCarthy, Chair Yeager, Sutcliffe, Wille, and Storm. Nays: none. The meeting was adjourned at 9:14 p.m.

*Clerk's Note: New Planning Commissioner Jolene Wille was nominated and appointed at the January 4, 2022 County Board Organization Meeting. Commissioner Wille clarified with staff that she abstained from all but two votes due to her new appointment two days prior to the January 6, 2022 Planning Commission meeting.



Staff Report

TO: Planning Commission
 FROM: Beth Thorp, Land Services Coordinator
 SUBJECT: Conditional Use Permit for Major Home Occupation
 47311 Government Road, Sunrise Township
 DATE: January 6, 2022

ACTION TO CONSIDER

The Planning Commission will conduct a public hearing to consider a Conditional Use Permit (CUP) allowing a Major Home Occupation in the Agricultural (AG) District in order to conduct educational classes for permit to carry a pistol. The use is being considered a *Major* Home Occupation due to the live fire exercise portion of the class being conducted outside of the residence on the subject property.

SITE & APPLICATION INFORMATION

Applicant(s):	Jason Klar
Property Owner(s):	Jason & Crystal Klar
Location:	47311 Government Road / CR 57 Sunrise Township Section 02, Township 036, Range 021
PID:	09.00485.02
Property Area:	9.03 Acres
Current Zoning:	Agricultural (AG) District
Adjacent Zoning:	Agricultural (AG) District
Date Application Complete:	November 24, 2021
60-Day Review Period:	January 23, 2022



BACKGROUND & PROPOSAL ANALYSIS

Jason Klar, an NRA certified firearms instructor, has applied for a Conditional Use Permit for a Major Home Occupation at 47311 Government Road in order to teach permit to carry a pistol classes in the AG District. The use has been classified as a *Major* Home Occupation because the live fire exercise is conducted outside of the dwelling. If there were no outdoor activities proposed, the request would be considered a Minor Home Occupation and would not be subject to the CUP process. The proposed use has been occurring on the subject site for approximately four years (based on verbal comment) and the applicant is seeking Conditional Use Permit approval in order to bring the use into compliance with the County's Zoning Ordinance.

The applicant's written narrative (attached) offers the following information about the proposed use:

- Klar offers six to eight classes per year on Saturdays from 9:00 am – 2:00 pm.

- Class size ranges from four to 10 students and each student is required to fire 12 rounds of ammunition.
- The classroom portion of the class is held within the Klar's residence.
- The live fire exercise portion of the class is held at a shooting berm located near the eastern boundary of the subject property and lasts 30 minutes to one hour depending on class size. The students stand approximately 20 feet from the shooting berm when firing and they shoot in a southerly direction, which is in the direction of an adjacent property owned by Klar.
- All students park on Klar's driveway, creating no impact on County Road 57.
- Klar owns 23 acres in total. (Staff note: this acreage includes two separate parcels and the request for CUP only includes the northerly 9.03-acre parcel identified as PID 09.00485.02. Klar stated that no Home Occupation activity will take place on the southerly 14.07-acre parcel identified as PID 09.00485.03.)

As part of the review process, the Technical Review Committee met on December 15th. The following comments / concerns were identified:

- The County Sanitarian recommended that the applicant monitor water usage for one year by installing a water meter and submitting monthly reports to the Department of Environmental Services.
- Being that the live fire exercise is aimed at a neighboring property, the committee suggested requiring that the height of the shooting berm or any other shooting area features / measures be increased. *It should be noted that the written narrative explains that students shoot from north to south. The distance between the shooting berm and southern property boundary is approximately 515' as measured by staff. Being that the applicant currently owns the property immediately south, the Planning Commission may wish to consider whether or not the height of the shooting berm should be increased / required (or other measures taken as deemed appropriate). The recommended conditions of approval do not include any modifications to the shooting berm. Staff recommends very deliberate review of the shooting berm during the site visit.*

As part of the application process, the County Sanitarian performed a septic certification to ensure that the existing septic system was suitable for increased usage. The Compliance Inspection Form, dated November 24, 2021, indicates that the system is compliant; no issues or concerns were identified.

MAJOR HOME OCCUPATION STANDARDS

The Planning Commission, as outlined in Zoning Ordinance Section 4.04.C, shall consider possible effects of the proposed Major Home Occupation based upon the following general factors and any other requirements set forth in the Zoning Ordinance or deemed otherwise relevant (*staff comments inserted in italics below*):

C. Major Home Occupations Requiring a Conditional Use Permit.

Purpose: A Conditional Use Permit that allows for a Major Home Occupation is intended to provide an avenue for suitable business growth or other suitable home occupations beyond that which is permitted under Section 4.04 B (Minor Home Occupations).

Intent: It is the intent of this provision to allow for the case by case consideration of the suitability of a Major Home Occupation proposal as a conditionally permitted home based activity. In doing so, the suitability of each proposed home occupations shall be evaluated and determined upon specific

consideration of the size of the property, scale of the business, and environmental (health, safety, welfare) conditions unique to the proposal.

Suitable conditionally permitted Major Home Occupations are those which by determination of the Planning Commission can be allowed as moderate business activities from the home; are deemed to be of a size, scale, and intensity that will not adversely affect the health, safety, or welfare of the public; and, are not otherwise deemed inappropriate at the subject site. The home and residency of the subject property must remain a principal focus of any Major Home Occupation location. Conditionally permitted Major Home Occupations are not intended to provide a place of business operations for a use that is of such intensity or dependence on public services such that the appropriate location is that of a commercially zoned and publicly serviced county or municipal business district. The adequacy of on-site well and septic and affiliated transportation and roadway classification shall be reviewed and deemed adequate for each Major Home Occupation. If the proposed Home Occupation is deemed to be of such impact that public transportation, police, fire, water, sewer, and other such demands are too great to be served from the home it shall not be approved.

Review of said Home Occupation in this section is to ensure compatibility in residential or agricultural districts. Home Occupations requiring a Conditional Use Permit, as determined by the Zoning Administrator, shall meet the following standards at a minimum with other conditions as deemed necessary to meet the intent of said ordinance:

1. Said Home Occupation is partially or entirely conducted in an accessory building. (This requirement does not apply to the use of accessory buildings existing in the Agricultural (AG) District on or prior to July 24, 1997, to seasonally store recreational vehicles and equipment.)
The classroom portion of the proposed Home Occupation is located within the residence; and, the live fire exercise portion of the proposed Home Occupation is located outdoors at a shooting berm near the eastern property boundary, lasting approximately 30 minutes to one hour during each class event.
2. Only those persons residing in the home and up to fifteen (15) other persons may be employed on site of a Major Home Occupation. The maximum number of employees must be identified with the permit request and may be restricted to less than fifteen by permit condition if property size or site conditions, parking accommodations, traffic impacts, or other environmental constraint cannot be adequately mitigated as determined by the County.
The request for Conditional Use Permit does not identify any employees other than those residing in the home.
3. An existing accessory structure subjected to a State Building Code specified change of occupancy or use as a result of a Home Occupation shall be retrofitted to conform to current State Building Code structural standards for the new occupancy or use and shall be certified by an architect or engineer as determined to be necessary by the County Building Official.
The proposed Home Occupation does not identify use of accessory structures.
4. No outdoor display or storage of goods or materials is permitted. The identification of business waste management and disposal plan, including outdoor placement and screening of refuse and recycling containers, shall be required and may be expressly permitted on an approved site plan.
It does not appear that the proposed Home Occupation includes outdoor display or storage of

goods or material. The shooting berm and target stands are located outdoors; however, they're located in the rear yard away from view from the road and they would be allowed on the property for personal use (as they were originally intended per the applicant's written narrative) without a CUP.

5. The number, type, size, and nature of business vehicles, trailers, or affiliated equipment parked/stored on the subject property must be expressly identified and may be limited in number or restricted to indoor placement by permit condition. All such vehicle and affiliated equipment parking, including employee parking, shall be detailed on an approved site plan. *It does not appear that the proposed Home Occupation includes any business vehicles, trailers, or affiliated equipment. Further, without any employees other than persons residing in the home, there will be no need for employee parking.*

6. The use must not adversely affect the residential or agricultural character of the surrounding area due to noise, odor, smoke, dust, gas, heat, glare, vibration, electrical interference, traffic congestion, number of deliveries, hours of operation, or any other annoyance. A suitable landscape, fencing, screening, traffic and delivery, and lighting, or other such plan(s) may be required and detailed on an approved site plan.

There is no evidence to suggest that the proposed Home Occupation will cause any adverse impacts to the surrounding area. The use of firearms in the AG District is quite common and could be considered part of the agricultural character. The frequency of use in this particular use is six to eight times (classes) per year and the live fire exercise is reported to last 30 minutes to one hour during each class event. As mentioned above, the applicant has been operating the proposed use for approximately four years, and, in that time, staff is not aware of any complaints from surrounding property owners regarding the proposed use. The applicant commented in an email dated November 18, 2021 that he believes there is significant distance and dense woodlands between the subject site and most of the neighboring properties. The applicant provided approximate distances between the shooting berm and neighboring dwellings:

- North – 710'*
- Northeast – 760'*
- East – 1,214'*
- Southeast – 1,330'*
- South-Southeast – 3,480'*
- Southwest – 1,110'*
- West – 1,420'*

Refer to the attached Aerial Location Map (1) for reference.

7. Should the Home Occupation be repaired, the items repaired shall be of a size or nature that repair and storage can occur within the accessory structure as allowed by this Ordinance. *The proposed Home Occupation does not include repair.*

8. No Home Occupation shall be conducted between the hours of 10 PM and 7 AM unless said Home Occupation is conducted entirely within the principal dwelling. *The applicant's written narrative explains that classes typically begin at 9:00 am and end by 2:00 pm.*

9. Home Occupations requiring a Conditional Use Permit shall not generate noise or vibrations in excess of that as outlined in Performance Standards, Section 7.05.
Zoning Ordinance Section 7.05 states that "Noise and vibrations generated from any use shall be in compliance with MN Pollution Control Agency rules. Any use established shall be so operated that no undue or objectionable noise resulting from said use is transmitted beyond the boundaries of that plat line of the site on which such use is located." While the applicant did not provide any information on noise levels, staff does not believe that the proposed use creates / will create undue or objectionable noise. This is based on not having received any noise complaints from surrounding property owners, the limited six to eight occurrences per year at 30 minutes to one hour per occurrence, and the belief that discharge of firearms is a common activity in the AG District.
10. The application and approval of a Conditional Use Permit to allow a Home Occupation may be denied if the Home Occupation proposal and affiliated property is deemed unsuitable pursuant to the intent of this section. The size of the property, scale of the business proposal, and environmental (health, safety, welfare) conditions unique to the proposal must be adequately addressed and mitigated in seeking permit approval.
Staff believes the property, being located in the AG District, is suitable for the proposed Home Occupation. Further, the small scale of the business lends itself well to the AG District as opposed to commercially zoned and publicly serviced county or municipal business district. The Planning Commission should review the application materials and consider suitability when establishing a recommendation for the County Board.

FINDINGS OF FACT

Zoning Ordinance Section 8.04 (Conditional Use Permits) C. states that the Planning Commission shall consider possible effects of the proposed conditional use based upon, but not limited to, the general factors listed below. Staff has provided proposed findings, shown in *italics* below, for the Commission's consideration.

- | | |
|------------|---|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | <i>Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan and meets all performance standards provided in Zoning Ordinance Section 4.04 C.</i> |
| Factor #2 | The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area; |
| Finding #2 | <i>Being that the proposed Major Home Occupation will not increase population and will not generate excessive traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.</i> |
| Factor #3 | The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development; |

- Finding #3 The County finds that the proposed Major Home Occupation will be sufficiently screened from adjacent development by distance and dense wooded areas.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;*
- Finding #4 The proposed Major Home Occupation will be partially located within a dwelling and partially located in the rear yard. The outdoor portion includes a shooting berm and target stands. There is no evidence to suggest that the appearance of the shooting berm and target stands have had or will have an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;*
- Finding #5 The subject site is zoned Agricultural (AG) District and is developed with a single family home and accessory structures. Major Home Occupations are allowed within the AG District with approval of a Conditional Use Permit. The County finds that the proposed Major Home Occupation is clearly secondary in nature to the principal use and is compatible with the existing land use.*
- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;*
- Finding #6 The Zoning Ordinance defines Major Home Occupation and establishes performance standards for approval of Major Home Occupations. The County finds that the proposed Major Home Occupation meets the intent of the defined land use and the intent of the Agricultural (AG) District.*
- Factor #7 The proposed use will not cause traffic hazard or congestion; and*
- Finding #7 The County finds that the proposed Major Home Occupation will not generate a significant increase in traffic, and will, therefore, not cause a traffic hazard or congestion on CR 9 or CR 11.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.*
- Finding #8 The County finds that the proposed Major Home Occupation will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness, based on distance, existing screening provided by dense wooded areas, and the limited frequency and time involved in the live fire exercise portion of the class (six to eight occurrences per year at 30 minutes to one hour per occurrence).*

TOWNSHIP RECOMMENDATION

The Sunrise Town Board reviewed the proposed CUP at its December 16th meeting. The Town Board recommended approval of the CUP for Major Home Occupation with no conditions.

STAFF RECOMMENDATION

Staff believes that the proposed CUP for Major Home Occupation complies with and is consistent with the intent of the County's Zoning Ordinance. Barring any new or unknown evidence of compliance

discovered after the completion of this report, or during the course of the public hearing, staff recommends approval of the CUP with conditions (see below) and has prepared a resolution for the Commission's consideration.

Recommended Condition(s):

1. The Major Home Occupation shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the attached written narrative and site plans (maps #1 and #2) dated received November 18, 2021, except as specifically noted below.
2. Any change involving structural alterations, enlargement, intensification or expansion of use, or change not specifically permitted by the Conditional Use Permit shall require County Board approval of a Conditional Use Permit Amendment.
3. The Conditional Use Permit only applies to property identified as PID 09.00485.02. Neither the classroom portion nor the live fire exercise portion of the class may take place on the applicant's adjacent property identified as 09.00485.03.
4. The applicant may offer no more than 12 classes per year at the subject site.
5. Classes may only be held on Saturdays, beginning no earlier than 7:00 am and ending no later than 3:00 pm. Neither the Conditional Use Permit nor this condition preclude the applicant from utilizing the shooting berm for personal recreational use outside of the stated days and hours of operation.
6. The live fire exercise portion of the class shall be conducted at the shooting berm described in the written narrative and identified on the site plan (map #2) both dated received November 18, 2021. If the applicant wishes to relocate the shooting berm or method used for completing the live fire exercise on the subject site, the applicant must request and obtain approval of a Conditional Use Permit Amendment. This condition does not prohibit the applicant from utilizing an off-site legally authorized commercial shooting range for the live fire exercise.
7. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.
8. There shall be no employees other than those persons residing in the dwelling.
9. The applicant shall monitor water usage for one year, beginning from the date of Conditional Use Permit approval, by installing a water meter and submitting monthly reports to the Department of Environmental Services.
10. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
11. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.

OPTIONS

1. Recommend that the County Board **approve** the Conditional Use Permit with findings of fact and conditions presented or amended.

2. Should the Planning Commission determine that the proposed Conditional Use Permit does not comply with and/or is not consistent with the intent of County's Zoning Ordinance upon completion of the public hearing and/or upon discovery of any new or unknown evidence, recommend that the County Board **deny** the Conditional Use Permit based on factors deemed appropriate. *(Note: the Commission will need to include specific factor(s) for denial in its motion.)*
3. Recommend that the County Board **extend the review period** an additional 60 days to allow for submission of additional supporting documentation and/or further review and consideration, as allowed by Minnesota Statute 15.99. The current 60-day review period expires on January 23, 2022.

ACTION REQUESTED

Motion to adopt Resolution No. PC2022-0101, a resolution recommending approval of a Conditional Use Permit allowing a Major Home Occupation, with conditions as presented or amended.

If the Commission chooses to recommend denial of the request for Conditional Use Permit, staff will prepare a revised resolution based on the Findings of Fact established by the Commission.

ATTACHMENTS

1. Conditional Use Permit application materials:
 - a. Application dated received November 18, 2021
 - b. Written narrative and site plans (maps #1 and #2) dated received November 18, 2021
2. Email correspondence dated November 18, 2021
3. Aerial location map (1) – vicinity map
4. Aerial location map (2) – subject property
5. Draft Resolution No. PC2022-0101

CC: Jason Klar, applicant
County File

50 Day Deadline:

Recording Fee 9760

Base Fee 4500

PLANNING ADMINISTRATIVE FORM

Chisago County Department of Environmental Services

Permit # 21-1637

Wetland or Septic Fees _____

Plat Compliance Fee _____

TOTAL FEE 9540

Street Location 47311 GOVERNMENT RD Tax Parcel # 09.00485.02

Legal Description SEC 02 TWP 036 RANG 021 E-Mail Address: [REDACTED]

Owner: JASON L. KLAR Day Phone (651) 775-0756

Address 47311 GOVERNMENT RD, HARRIS, MN 55032 S2, T36, R21

Applicant (if other than owner) _____ Day Phone () _____

Address Ridgeway Acres L2 B1

Type of Request: Variance ☐ Preliminary Plat ☐

Administrative Appeal ☐ Administrative Permit ☐

Conditional Use Permit ☒ Ordinance Amendment ☐
(or amendment to CUP)

Interim Use Permit ☐ Rezoning ☐
(or amendment to IUP)

Applicable section of ordinance: 4.04 HOME OCCUPATIONS

Description of request: TO OPERATE PERMIT TO CARRY A PISTOL CLASSES IN MY HOME WITH THE LIVE FIRE EXERCISE AT AN EXISTING SHOOTING RANG ON PROPERTY.

If Variance Application, Brief
Description of Practical
Difficulty _____

[Signature]
Signature of Applicant
I hereby certify that the above information is true and correct to the best of my knowledge, and that any knowingly false representations may invalidate any approvals. With my signature, I also grant permission to Chisago County Officials to enter upon the subject property for the purpose of such inspections as may be necessary.

11-15-21
Date of Application

1-23-22
60 Day Deadline
(If Application is Complete)

Date of Public
Hearing: _____

JANUARY 6, 2022

Questions? Contact the Land Services Coordinator at 651-213-8379

TOWNSHIP PRESENTATION FORM

received
11-18-21

(BT)

**DETERMINED
COMPLETE:**
11-24-21 (BT)

Street Location 47311 GOVERNMENT RD

Legal Description SEC 02, TWP 036, RANGE 021, LOT 2, BLK 1

Owner Name JASON KLAR Day Phone: (651) 775-0956

Address: 47311 GOVERNMENT RD, HARRIS, MN 55032

Applicant: _____ Day Phone: ()
(if other than owner)

Address: _____

Type of Request:

Variance ☐

Preliminary Plat ☐

Administrative Appeal ☐

Administrative Permit ☐

Conditional Use Permit ☒
(or amendment to CUP)

Rezoning ☐

Interim Use Permit ☐

Ordinance Amendment ☐

Description of Request: TO OPERATE PERMIT TO CARRY A PISTOL CLASS IN MY HOME WITH
THE LIVE FIRE EXERCISE AT AN EXISTING SHOOTING BERM ON PROPERTY

Date of County Public Hearing: _____

Date of Township Presentation: _____

TOWNSHIP ACTION TAKEN

Approved ☒

Denied ☐

Reasons and Conditions: NO CONDITIONS

Signature of Township Officers:

Carl P. Johnson
Mark Anderson
Douglas Jensen

J. Mark Anderson
Signature of Applicant

11-15-21
Date

SCHEDULE OF REQUIRED MEETINGS

Zoning Department will fill out this form for you at the time of your application

To the applicant:

It will be necessary for you to attend several meetings in conjunction with your application. The meetings will be held at the places and times listed below. Questions or conflicts contact the Land Services Coordinator at 651-213-8379.

**CUP-IUP PRELIMINARY PLAT / VARIANCE
TECHNICAL REVIEW COMMITTEE MEETING**

(You only need attend this meeting if deemed necessary by Staff and noted in the space immediately below –
If so, you will receive an itemized agenda prior to your meeting)

DATE: DECEMBER 8, 2021 Time: 8:30 AM

LOCATION: Small conference room, Department of Environmental Services, Room 243

TOWNSHIP BOARD MEETING

TOWNSHIP HALL LOCATION: SUNRISE TOWN HALL

DATE: DECEMBER 16, 2021 (THURS) Time: 7:00 PM TOWN BOARD
DECEMBER 7, 2021 (TUES) 7:00 PM PLANNING
COMMISSION

**BOARD OF ADJUSTMENT MEETING
OR
PLANNING COMMISSION MEETING**

DATE: JANUARY 6, 2022 TIME: 7:00 PM

LOCATION: Meeting Room 131 lower floor County Government Center, Center City, MN

COUNTY BOARD OF COMMISSIONERS

(Not applicable to Variance Applications and Appeals ~ PC applicants this is an optional meeting)

DATE: JANUARY 19, 2022 (TENTATIVE) TIME: 6:30 PM

LOCATION: County Board Room, Room 172, Lower level of Government Center

This application is for a home business that has very minimal impact to the property or the public. I run a hobby business teaching permit to carry a pistol classes. I am a NRA certified firearms instructor.

I average **6-8 classes per YEAR**. The classes are held only on Saturdays and start at 9am and end between 1&2pm. Class size ranges from 4-10 students and each student is required to fire 12 rounds of ammunition.

The classroom portion is held in my living room and the live fire exercise is held at my shooting berm on the East edge of my property. The live fire portion lasts between 30 min and 2 hrs depending on class size.

There are no changes to my property or buildings due to these classes. I installed the shooting berm and target stands for personal recreational shooting 2 years before I began instructing classes. All student parking is on my driveway and has no impact on the county road.

Several of my closest neighbors have taken my class, more have expressed interest in the class, and most of the others have shot recreationally with me on my property.

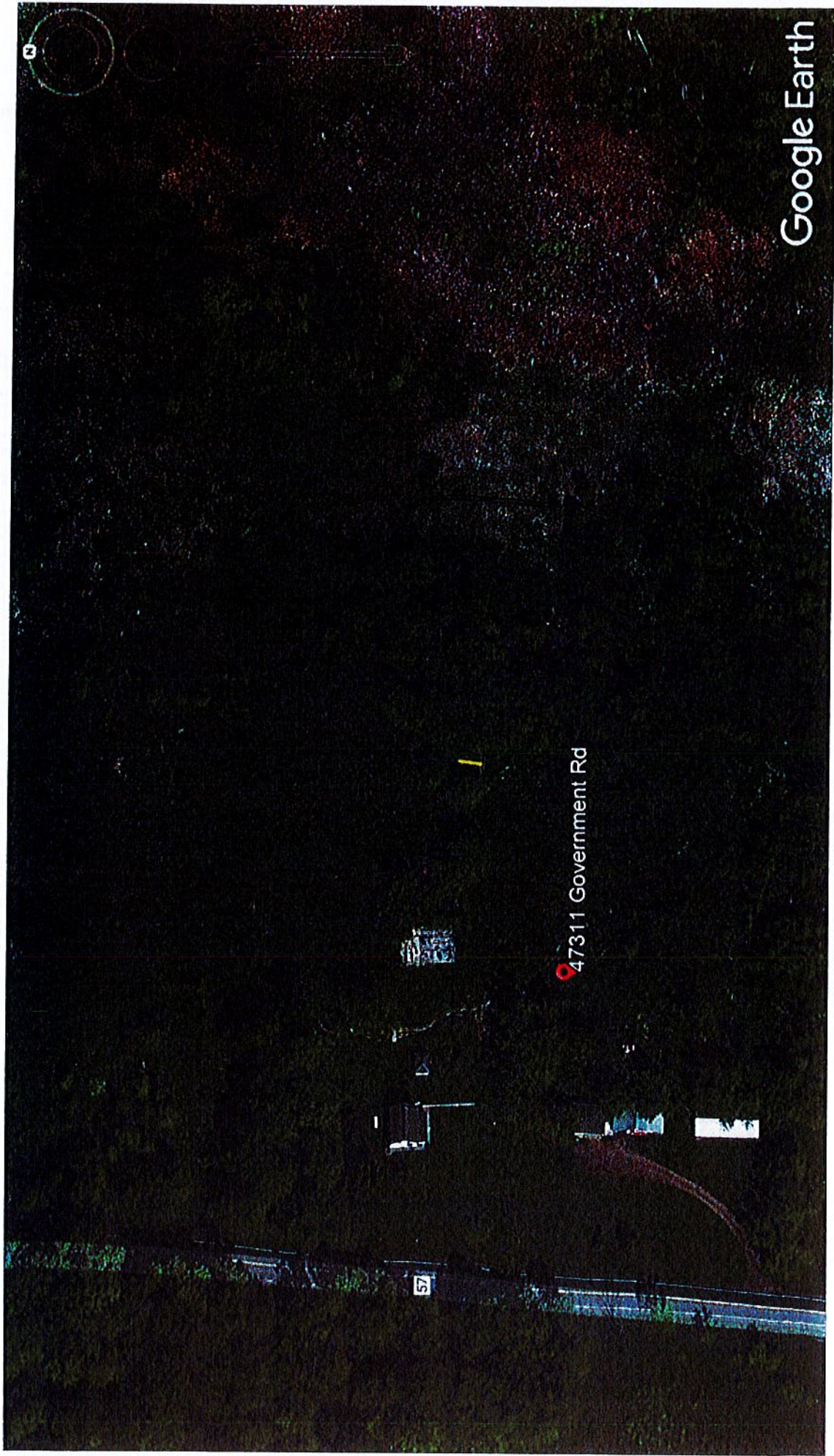
I have included some maps to show the property.

Map #1 shows an overview of the property I own (23 acres), the location of the shooting berm, and proximity of neighboring property. For the live fire exercise, the students are no further than 20 feet from the shooting berm and shooting from North to South.

Map #2 shows a closer in satellite view of my property and the yellow line represents where the students complete the live fire exercise.

I would be happy to give a tour of the property to any government employees that feel the need, just call me and we can set up a time.

#2



BT NOV 18 2021

Beth M. Thorp

From: Jason Klar <jason.klar@gmail.com>
Sent: Thursday, November 18, 2021 6:30 PM
To: Beth M. Thorp
Subject: Re: Application for Conditional Use Permit - please respond
Attachments: Berm.jpg

This is an external email message!

This message originated from outside the Chisago County email system. Use caution when clicking hyperlinks, downloading pictures or opening attachments.

Beth,

No home occupation activity will take place on the southern parcel of land.

The nearest Neighbors dwellings to the shooting berm are: 710 ft to the North; 760ft to the NE; 1,214 ft to the East, 1,330 ft to the SE; 3,480 ft to the SSE 1,110ft to the SW; 1,420ft to the West.

As to the noise, there are NUMEROUS people in the neighborhood that shoot firearms way more regularly than I do including classes and recreationally. There is a lot of distance and dense woodlands between me and most of my neighbors. During my classes If the shooting lasts on the longer end of the spectrum, it's because I'm doing personal 1 on 1 instruction. There's never 10 people firing constantly for 2 hrs. Many of my neighbors have taken my class, many others have shot recreationally with me.

I do not wish to apply as a commercial recreation area as this description does not pertain to what I do.

I have attached a picture of the shooting berm and target stands per your request.

On Thu, Nov 18, 2021 at 3:28 PM Beth M. Thorp <Beth.Thorp@chisagocountymn.gov> wrote:

Hi Jason and Crystal: Thank you for submitting your application for Conditional Use Permit (CUP) for Major Home Occupation. Before determining the application to be complete, I have a few questions and requests for information. Please respond at your earliest convenience but prior to December 1st.

- I see from your supporting documentation that you own two parcels and only the northern parcel is included on the application. This makes sense given that this is the location of your home, but I'd like you to confirm that no Home Occupation activity will take place on the southern parcel.

Technically, I don't believe the Home Occupation could be expanded to include the southern parcel unless the two parcels were combined. A Home Occupation implies that there's a home on the property and, in the case of the southern parcel, there is no home. Again, this could be resolved with a lot combination if you wanted to include both parcels.

- It would be helpful if you could provide estimated distances to neighboring dwellings (N, NE, E and SE).
- It would be helpful if you could provide pictures of the shooting berm and target stands mentioned in your written narrative.
- When considering requests for CUPs, the Planning Commission and County Board consider several factors established by the Zoning Ordinance. One of these factors pertains to possible adverse impacts on neighboring properties from intrusion of noise, glare, or other general unsightliness. I understand from your written narrative that shooting occurs on a limited basis (30 minutes – two hours, six to eight times a year), but I'm hoping if you can provide additional information on noise. Additional information may include detail on the noise level and noise mitigation efforts.
- This is a unique Home Occupation in that it involves outdoor shooting. Staff has discussed that it may be good to process this as a CUP for Major Home Occupation AND Commercial Recreation Area (which includes certain outdoor activities) to cover all the bases. There would be no additional charge for this and the request would still be very specific to your request. Do you have any objections to adding Commercial Recreation Area to your application (your email response is sufficient for making the addition)?

Your written narrative mentions a tour of your property. As a standard practice and as authorized by your application, the Planning Commission tours properties prior to the public hearing. Tours typically take place on the Tuesday morning prior to the Thursday public hearing. You're not required to be present, but you absolutely have the option of showing the commissioners the shooting area if you're available (there's no need to enter the home). This will not be an opportunity to discuss in-depth details of the request; it's simply an opportunity for the commissioners to gain an understanding of your property and the potential impact of the proposed use on the surrounding area.

Let me know if you have any questions.

Thank you,

Beth Thorp | Land Services Coordinator
Environmental Services
313 N Main St
Suite 240
Center City, MN 55012
Beth.Thorp@chisagocountymn.gov
Phone: 651-213-8379

'Chisago County was created by the State of Minnesota to serve, protect, and enhance the quality of life for those we serve.'

SHOOTING BERM



Jason Klar – Aerial Location Map (1)

Klar is requesting a Conditional Use Permit to operate a Major Home Occupation at 47311 Government Road, Sunrise Township. The Home Occupation includes firearms training with classes held within the home and live fire exercises at a shooting berm on the property.

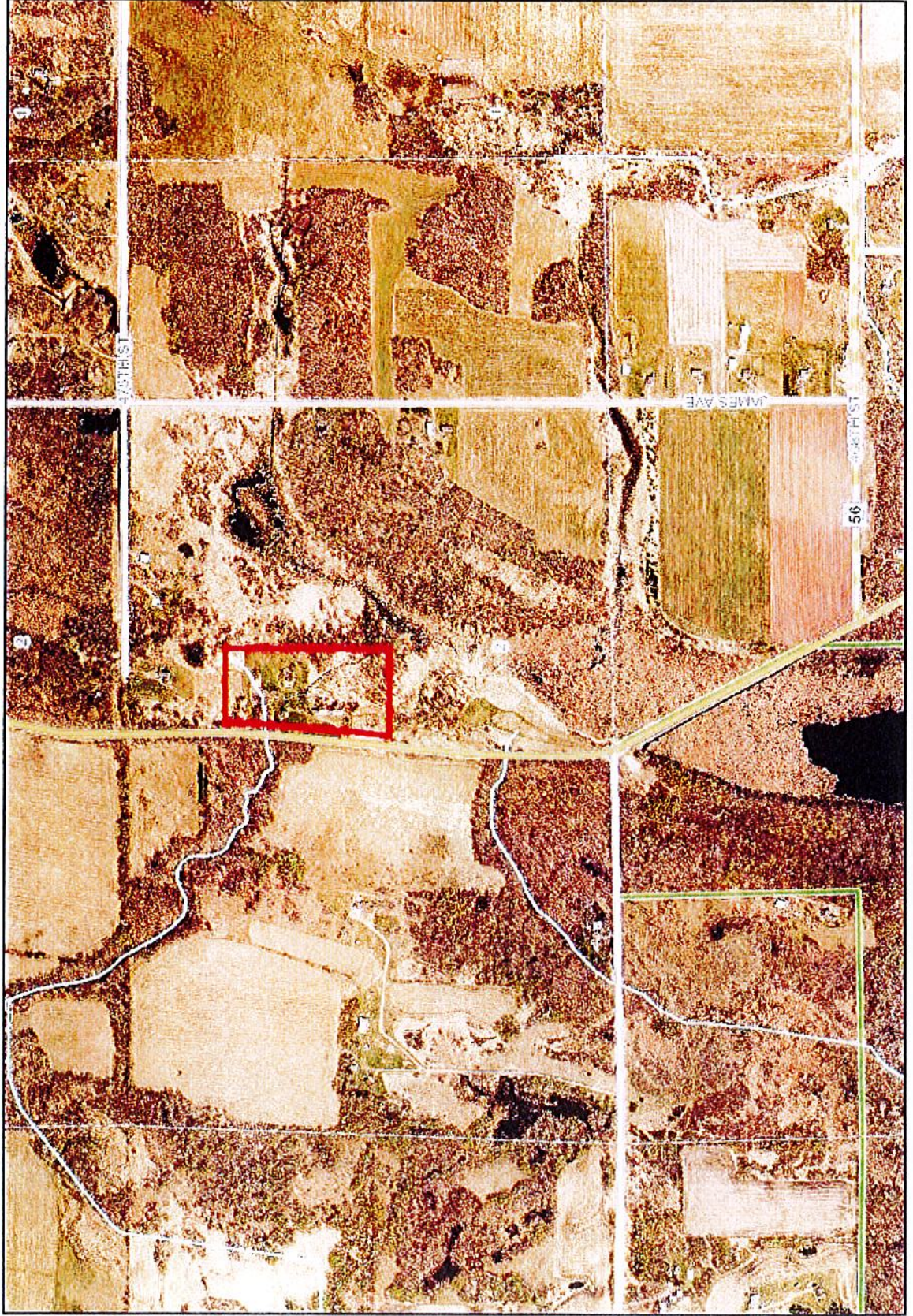


Sunrise Township

Section 02, Township 036, Range 021

PID # 09.00485.02

Klar Property - ☐



Jason Klar – Aerial Location Map (2)

Klar is requesting a Conditional Use Permit to operate a Major Home Occupation at 47311 Government Road, Sunrise Township. The Home Occupation includes firearms training with classes held within the home and live fire exercises at a shooting berm on the property.

Sunrise Township

Section 02, Township 036, Range 021

PID # 09.00485.02

Klar Property - ☐



RESOLUTION NO. PC2022-0101

**A RESOLUTION OF THE PLANNING COMMISSION OF CHISAGO COUNTY, MINNESOTA,
RECOMMENDING APPROVAL OF A CONDITIONAL USE PERMIT ALLOWING A MAJOR HOME
OCCUPATION ON PROPERTY LOCATED AT 47311 GOVERNMENT ROAD IN SUNRISE TOWNSHIP**

WHEREAS, Jason Klar, property owner and applicant, submitted an application dated received November 18, 2021 and considered complete on November 24, 2021 for a Conditional Use Permit allowing a Major Home Occupation; and

WHEREAS, the proposed Major Home Occupation involves educational classes for permit to carry a pistol, with the classroom portion of the class conducted within the residential dwelling and the live fire exercise portion of the class conducted in the rear yard; and

WHEREAS, the subject site is located at 47311 Government Road, Sunrise Township and is located in the Agricultural (AG) District; and

WHEREAS, the subject site is 9.03± acres in size and is legally described as:

PID 09.00485.02
Lot 2, Block 1, Refshaw Acres
Section 02, Township 036, Range 021
Chisago County, MN

WHEREAS, notice was provided and on January 6, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant, and invited members of the public to comment; and

WHEREAS, the Planning Commission considered several factors for granting Conditional Use Permits and made the following findings per Zoning Ordinance Section 8.04 C:

- | | |
|------------|---|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | <i>Chapter 6 of the Chisago County Comprehensive Plan identifies a goal of providing for a range of economic diversity and development opportunities to maintain and strengthen the County's economy, with a policy of continuing to allow and encourage Home Occupations in all zoning districts if performance standards are met. The County finds that the proposed Major Home Occupation is consistent with the Comprehensive Plan and meets all performance standards provided in Zoning Ordinance Section 4.04 C.</i> |
| Factor #2 | The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area; |
| Finding #2 | <i>Being that the proposed Major Home Occupation will not increase population and will not generate excessive traffic, the County finds that the use will not create any demand on existing parks, schools, streets or other public facilities.</i> |
| Factor #3 | The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development; |

Finding #3 The County finds that the proposed Major Home Occupation will be sufficiently screened from adjacent development by distance and dense wooded areas.

Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;

Finding #4 The proposed Major Home Occupation will be partially located within a dwelling and partially located in the rear yard. The outdoor portion includes a shooting berm and target stands. There is no evidence to suggest that the appearance of the shooting berm and target stands have had or will have an adverse effect upon adjacent properties; therefore, there's no evidence to suggest that the proposed use will have an aesthetically adverse effect upon adjacent properties.

Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;

Finding #5 The subject site is zoned Agricultural (AG) District and is developed with a single family home and accessory structures. Major Home Occupations are allowed within the AG District with approval of a Conditional Use Permit. The County finds that the proposed Major Home Occupation is clearly secondary in nature to the principal use and is compatible with the existing land use.

Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;

Finding #6 The Zoning Ordinance defines Major Home Occupation and establishes performance standards for approval of Major Home Occupations. The County finds that the proposed Major Home Occupation meets the intent of the defined land use and the intent of the Agricultural (AG) District.

Factor #7 The proposed use will not cause traffic hazard or congestion; and

Finding #7 The County finds that the proposed Major Home Occupation will not generate a significant increase in traffic, and will, therefore, not cause a traffic hazard or congestion on CR 9 or CR 11.

Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.

Finding #8 The County finds that the proposed Major Home Occupation will not adversely impact nearby properties by intrusion of noise, glare or general unsightliness, based on distance, existing screening provided by dense wooded areas, and the limited frequency and time involved in the live fire exercise portion of the class (six to eight occurrences per year at 30 minutes to one hour per occurrence).

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of Chisago County, Minnesota hereby recommends approval of the request for Conditional Use Permit, subject to the following conditions:

1. The Major Home Occupation shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the attached written narrative and site plans (maps #1 and #2) dated received November 18, 2021, except as specifically noted below.

2. Any change involving structural alterations, enlargement, intensification or expansion of use, or change not specifically permitted by the Conditional Use Permit shall require County Board approval of a Conditional Use Permit Amendment.
3. The Conditional Use Permit only applies to property identified as PID 09.00485.02. Neither the classroom portion nor the live fire exercise portion of the class may take place on the applicant's adjacent property identified as 09.00485.03.
4. The applicant may offer no more than 12 classes per year at the subject site.
5. Classes may only be held on Saturdays, beginning no earlier than 7:00 am and ending no later than 3:00 pm. Neither the Conditional Use Permit nor this condition preclude the applicant from utilizing the shooting berm for personal recreational use outside of the stated days and hours of operation.
6. The live fire exercise portion of the class shall be conducted at the shooting berm described in the written narrative and identified on the site plan (map #2) both dated received November 18, 2021. If the applicant wishes to relocate the shooting berm or method used for completing the live fire exercise on the subject site, the applicant must request and obtain approval of a Conditional Use Permit Amendment. This condition does not prohibit the applicant from utilizing an off-site legally authorized commercial shooting range for the live fire exercise.
7. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.
8. There shall be no employees other than those persons residing in the dwelling.
9. The applicant shall monitor water usage for one year, beginning from the date of Conditional Use Permit approval, by installing a water meter and submitting monthly reports to the Department of Environmental Services.
10. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
11. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.

Adopted by the Planning Commission of Chisago County, Minnesota, this 6th day of January, 2022.

Kelly Corbin _____
[REDACTED] _____
James McCarthy _____
Frank Storm _____

John Sutcliffe _____
Dave Whitney _____
Chuck Yeager _____

Chair

ATTEST: _____
Beth Thorp
Land Services Coordinator

Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 14
Title of Item for Consideration: Draft Zoning Ordinance Amendment – Commercial Shooting Ranges	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning - on behalf of the Chisago County Planning Commission
<p>Previous Action on this Matter: On September 16, 2020 the County Board discussed and directed the Planning Commission review the zoning ordinance as it pertains to the allowance and performance standards for "Shooting Ranges". On November 5th, Staff presented a draft ordinance modeled after Stearns County example for Planning Commission consideration. Ordinance discussion continued into Spring but was tabled and prioritized to reconvene in June 2021.</p> <p>The Planning Commission re-initiated discussion and review of draft commercial shooting range ordinance language in June 2021 and has carried on monthly review thereafter. At their regular meeting of September 2, 2021, the Commission took action to forward a drafted ordinance amendment to the County Board. On September 15, 2021, the County Board directed further Commission consideration of the draft ordinance.</p>	
<p>Background: The attached Draft ordinance amendment document has been generated thru extensive discussion of the Planning Commission. The Commission now requests formal direction from the County Board on proceeding.</p> <p>No public hearing or formal Planning Commission action concerning the attached Draft document has occurred. It is advisable for the Board to entertain one of the following courses of action and direct the Planning Commission accordingly:</p> <ol style="list-style-type: none"> 1. Direct the Commission to continue with implementation of the attached draft amendment and cause a March 3rd Public Hearing to occur expecting formal recommendation from the Commission to be forthcoming; 2. Direct specified changes to the attached draft amendment and referral back to the Commission for further review and/or March 3rd Public Hearing; 3. Direct other and/or no changes to the Zoning Ordinance concerning commercial shooting range provisions or lay the matter over for future discussion. 	
<p>Attachment(s):</p> <ul style="list-style-type: none"> • Draft Zoning Ordinance Amendment Section 5.06 Agricultural District: Section 7.0 Performance Standards; and Section 3 Definitions of Zoning Ordinance No. 08-03 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board review the attached Draft ordinance amendment document and direct the Planning Commission on proceeding. The suggested motion(s) to direct the Commission is presented as follows:</p> <p style="margin-top: 10px;"><i>"Move to Direct the Planning Commission To _____ Concerning the Attached Draft Zoning Ordinance No. 08-03 Amendment To Section 5.06 Section C. Conditional Uses and</i></p>	

Section 7.32 Shooting Ranges; and Section 7.33 Hunting Clubs and Shooting Preserves and Section 3 Definitions As Presented and/or Amended As Follows: _____”

Implications of Action: If so directed, direction to the Commission to proceed will necessitate formal public hearing to include notice to the public and direct notice to all cities and townships within the county. Publication deadlines and requirements would necessitate at the earliest a March public hearing.

Budget/Financial Implications: With the exception of publication costs, there are no direct financial implications at this time.

Legal/Policy Implications: The working Draft ordinance has been developed in close coordination with the County Attorney’s office but has not yet been finalized and fully approved as to form. Adoption of said ordinance requires public hearing and further actions and would change local law and policy as pertains to commercial shooting ranges and related proposals.

Administrator’s Recommendation

Approve _____

Deny _____

Other _____

CLB

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____

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**CHISAGO COUNTY
STATE OF MINNESOTA ORDINANCE NO. XXX**

28 **AN ORDINANCE AMENDING SECTION 5.06 AGRICULTURAL DISTRICT AND**
29 **SECTION 7, PERFORMANCE STANDARDS OF THE CHISAGO COUNTY CODE,**
30 **KNOWN AS THE ZONING ORDINANCE, BY PROVIDING FOR AN AMENDMENT**
31 **TO INCLUDE SECTION 5.06 SECTION C. CONDITIONAL USES AND SECTION 7.32**
32 **SHOOTING RANGES, 7.33 HUNTING CLUBS AND SHOOTING PRESERVES AND**
33 **AMENDING SECTION 3 DEFINITIONS AS FOLLOWS.**
34

35 Now therefore be it resolved that the Chisago County Board of Commissioners hereby ordains
36 that Section 5.06 Section C. Conditional Uses; Section 7.32 Shooting Ranges; Section 7.33
37 Hunting Clubs and Shooting Preserves; and Section 3 Definitions of Zoning Ordinance No. 08-
38 03 is hereby amended as follows:

39 **Section 3 Definitions**

40 The definition of Shooting Range or Range is created as follows:

41
42
43 Shooting Range or Gun Range: A "Shooting Range" or "Gun Range" means an area,
44 structure or facility designated and specifically designed improved, developed,
45 maintained or operated primarily for the safe use and discharge of a firearm for the

purpose of practice, sport or military/law enforcement training. A Shooting Range includes shooting preserves as described in current Minnesota Statutes Section 97A.115 or as subsequently amended. A Shooting Range does not include a one-time event of either an authorized training, traveling demonstration or shooting show.

“Shooting Range Facility”: “Shooting Range Facility” means a public or private facility, including individual Shooting Ranges, safety fans or Shotfall Zones. Structures, parking areas, and other associated improvements, designed for the purpose of providing a place for the discharge of various types of firearms; provided, however, that a Shooting Range Facility shall not include incidental Target practice areas on private property.

Firearm: A “firearm” means a gun, not limited to pistols, muskets, muzzle loaders, rifles and shotgun, that discharges shot, bullet, round ball, slug, or other projectile by means of an explosive, gas or compressed air. A “firearm” does not include explosives, fully automatic weapons, bump stocks, or large caliber rifles, including 50 caliber or 475 HH Magnum, but excluding muzzle loaders of such caliber.

Archery Range: An “archery range” means an area or facility designated or operated primarily for use of archery equipment.

Archery Equipment: “Archery Equipment” means the equipment of an archer, bow and arrow, recurve or compound bow, long bow or compound bow.

Commercial: “Commercial” means the practice, act or business of selling goods, services, uses or acts, including the use of a shooting range or gun range by one person or legal entity to another person or legal entity for charge or a fee

Outdoor Commercial Shooting Range or Outdoor Commercial Outdoor Gun Range: “Commercial Outdoor Shooting Range” or “Commercial Outdoor Gun Range” means an outdoor shooting range that is held or maintained privately, publicly or on a nonprofit or membership basis that is held open to the public and charges a fee for usage. Commercial Outdoor Shooting Range or Commercial Outdoor Gun Range does not include a shooting range on property that is not open to the public whether held by a private, commercial, educational, nonprofit enterprise or on a membership basis.

Indoor Shooting Range: “Indoor Shooting Range” means an indoor area or facility designated or operated primarily for the use of firearms.

“Shooting Preserve” or “Hunt Club” is a privately operated where protected wild animals are released for shooting outside regularly established seasons and regulations. Only species authorized on the shooting preserve license may be released and taken. A person, corporation, or partnership may not operate a shooting preserve without a valid license. There are two classes of shooting

preserve, private and commercial, as provided by Minnesota Statutes, sections 97A.115 and 97A.121. (Citing Authority – Minnesota Administrative Rules, Rule 6242.0100

Section 5.06 Agricultural District

Section C. Conditional Uses is amended to include:

- Indoor Shooting Range
- Outdoor Commercial Shooting Range
- Hunting Clubs and Shooting Preserves

Section 7.32 Indoor/Outdoor Commercial Shooting Range

A. Commercial Shooting Ranges shall be subject to the Conditional Use Permit provisions of Section 8.04 of this ordinance.

(1) Outdoor Commercial Shooting Ranges intended and designed for Rifle or other long-distance high velocity firearms shall be restricted to those areas of the Agricultural District located north of State Highway 95 and its easterly confluence with State Highway 8 (Taylors Falls) consistent with MN Department of Natural Resources rifle/shotgun restrictions to the southern and western portions of the State.

(2) Outdoor Commercial Shooting Ranges intended and designed for shotguns, muzzleloaders, handguns, archery, and other such short distance firearms as determined by the county may be proposed on Agricultural District lands north and/or south of State Highway 95.

(3) Indoor Shooting Range

B. The minimum size lot for each type of shooting range is listed below, including direct fire zone and/or shotfall zone, safety zone and ricochet zone, subject to the installation of additional baffles.

(1) High power Rifle:

- (a) Minimum range length: 2000 yards
- (b) Minimum range width: 1000 yards
- (c) Minimum acreage: 400 acres

(2) Shotgun:

- (a) Minimum range length: 300 yards
- (b) Minimum range width: 400 yards
- (c) Minimum acreage: 40 acres

(3) Other range types are subject to the National Rifle Association Range Sourcebook, 2012: or successor sourcebook.

- C. The minimum range sizes listed in 7.32.B of this Ordinance may be lessened with the maximum implementation of the Performance Based “No Blue Sky” Operation and Design development criteria to include full below grade construction; the use of baffles and berms along the entire perimeter and throughout the firing range and/or shotfall zone; or if constructed as a fully indoor shooting range. Baffles and berms shall meet or exceed the standards listed in MN State Statute 87A.02, as amended, and the National Rifle Association Range Source Book 2012; or successor sourcebook, to qualify for a reduction in range size.
- D. Notwithstanding paragraph 7.32 C, no part of any shooting range perimeter property line may be located within seven hundred fifty (750) feet of any development, residential dwelling, commercial, institutional (school, daycare, church) or industrial building or other structure.. Said 750 ft. buffer area shall be delineated, provided, and solely owned or otherwise controlled and kept free from development in perpetuity by the shooting range. A site map demonstrating the controlled 750 ft. buffer area and proximity to all surrounding existing neighboring residential, institutional, or industrial buildings, developments, or structures shall be submitted at time of application.
- E. Off-Street Parking shall meet the requirements of Section 4.12 of this Ordinance. Traffic ingress/egress and volume calculations suitable for identified roadways to/from the facility shall be provided.
- F. Signs shall meet the requirements of Section 4.14 of this Ordinance.
- G. Performance Based Operation and Design Criteria:
1. All shooting ranges shall comply with the minimum standards for range design, location, management, operation, noise abatement and safety listed in the National Rifle Association Range Sourcebook, 2012; or successor sourcebook and MN Statute. Additional minimum specified development application plan and/or design requirements not otherwise detailed in this Ordinance or said Sourcebook shall include:
 - a. Full chain-link perimeter property security fence with passcode or otherwise monitored security gate(s) and regularly spaced live fire range / trespass and safety signage viewable to the public.
 - b. Submittal of a pre-development Phase I Environmental report and post-development lead and/or other environmental contamination soils Reclamation Plan to include financial surety to the satisfaction and benefit of Chisago County suitable for shooting range decontamination and restoration.
 - c. All range buildings, structures, facilities shall remain fully compliance with MN State Building Code. Indoor shooting ranges must conform to General Service Administrations (GSA) indoor

firing range Design, Operations & Maintenance Criteria April 2012, as amended.

- d. Submittal of all Range Rules, Enforcement Policies, Safety Protocols, and Operational Procedures for County Review.
- e. Prohibition on the selling of firearms and serving or sales of alcohol on the premises.
- f. Other such reasonable and practical land use permit mitigation conditions deemed required by Chisago County in the due process consideration of required Conditional Use Permit review of the proposal.

2. All high-power rifle or other long-distance high velocity firearm commercial outdoor shooting ranges shall fully incorporate and operate under the "No Blue Sky" design and facility operation and development philosophy. The No Blue Sky criteria relies on range rules and design such that when the shooter chambers a firearm, he/she cannot see blue sky and the bullet when fired cannot get directly out of the range if adequate baffling materials is used. For purposes of this Ordinance, the No Blue Sky design criteria can be satisfied through use of tube ranges and bench rest ranges where the firing line is within a building and sufficiently within three sided berming or below grade design; baffled; and soundproofed; and presents a limited downrange horizontal viewshed of restricted height in which the only thing the shooter sees and bullet trajectory maintains is the target and the backstop.
3. A NRA Range Evaluation Report shall be submitted with any shooting range CUP application. Independent consultant certification of compliance with applicable range design standards from a qualified site design professional shall certify full implementation of NRA Manual Best Management Practices including satisfaction of the minimum standard for range design, location, management, operation, noise abatement and safety and shall also be provided by the applicant at the time of CUP application.
4. A noise abatement report including Sound Modeling Software Analysis and Design Assessment shall be provided at time of application documenting all noise abatement measures including their cause and effect, and providing evidence that ambient density, noise volume, and firearm discharge frequency (volume and duration/rounds per hour) will remain compliant with Minnesota Statute 87A.05 and all applicable Minnesota Rules Chapter 7030 requirements and avoid nuisance noise conditions for the life of the facility. "No Blue Sky" design focused tube and bench rest ranges incorporating the use of sound deadening materials, sound proofed walls, baffles, and backstops, shall be incorporated into the noise mitigation measures.

- 220 5. Dates, times, and frequency of operation and related noise shall be
221 identified and defined in all shooting range proposals. In effort to mitigate
222 nuisance noise, shooting frequency, eligible weekday and weekend
223 dates/times, type, or noise generated shall be strictly limited, mechanically
224 and/or structurally muffled through firearm and/or range design and by
225 condition of any granted permit.
226
- 227 6. Unsatisfactory noise mitigation measures as determined by the County
228 shall be clear grounds and findings for permit revocation and/or denial.
229
- 230 H. Minnesota State Statutes Chapter 87A Shooting Ranges is acknowledged by
231 reference and shall be adhered to as the minimum standards set forth in the
232 development and operation. Where applicable, Chisago County shall endeavor to
233 be substantially more restrictive than Minnesota Statutes Chapter 87A in shooting
234 range development, design, and operational requirements.
235
- 236 I. Community Meeting: Prior to submission of an application for a Commercial
237 Shooting Range CUP, a community open house information meeting shall be organized
238 and hosted by the project developer. The purpose of the meeting is outreach, with the
239 intent of providing complete information to the community in an informal setting. The
240 meeting shall not be construed to be a local government meeting or formal public hearing.
241 The meeting may be conducted virtually over a minimum 30-day period of time or in-
242 person as a onetime occurrence and shall be conducted in accordance with the following
243 protocol:
- 244 a) **Notification:** The proposer shall notify the County Board of Commissioners,
245 Zoning Administrator, the Township Board of the affected Township, and all
246 property owners within three (3) miles of the proposed Commercial Shooting
247 Range a minimum of ten (10) working days prior to the community meeting.
- 248 b) **Meeting Date/Time/Location:** The meeting shall be held on a weeknight
249 (Monday through Thursday) at at the Chisago County Government Center. If
250 conducted virtually, the meeting shall be noticed and open for electronic viewing,
251 comment, and participation over a 30-day period utilizing interactive internet
252 based website hosting or other generally accessible electronic means approved by
253 the county.
- 254 c) **Content of Meeting:** The informational meeting, whether hosted in person or
255 electronically, shall be arranged and hosted by the applicant or a qualified
256 representative and shall at a minimum include a detailed explanation of the
257 project, the site plan for the proposed project, and anticipated design safety and
258 noise mitigation efforts of the development plan.

d) **County Representation:** Chisago County Environmental Services personnel shall be invited to attend the meeting, to monitor proceedings and provide guidance as needed.

e) **Response to Concerns:** The project developer shall solicit and accept all in person or electronic comments, questions and concerns of the citizens at the meeting, and respond to the identified concerns with reasonable, practical means and methods of mitigating undue impact to the surrounding area.

f) **Meeting Summary and Report:** A summary and report regarding the community meeting shall be submitted to the Department at the time of application for the Commercial Shooting CUP. The report shall include a list of the landowners who were invited, a record of attendees, and copies of all written comments received. The report shall itemize the concerns stated by the citizens and shall include a statement of reasonable, practical mitigation the proposer will undertake to address those concerns and minimize impact to the community.

J. Nothing in this section shall preclude a private property owner or occupant from exercising their right to discharge firearms in a non-commercial manner on their property in a safe and lawful manner.

K. Public Law Enforcement Agency shooting range facilities shall be exempt from this ordinance as determined by the County.

7.33 Hunting Clubs and Shooting Preserves

A. Hunting Clubs and shooting preserves shall be subject to the Conditional Use Permit provisions of Section 8.04 of this ordinance.

B. Hunting clubs and shooting preserves shall be subject to standards set forth in Minnesota Statutes, Section 97.A.115; or successor statutes, and Minnesota Rules, chapter 6242; or successor rules.

C. A detailed site plan showing the following features shall be submitted with any CUP application for a hunting club or shooting preserve:

1. Property lines
2. Wetland boundaries for wetlands within the property
3. Adjacent residences and structures within one thousand (1000) feet of the property line
4. A topographic map of the property at a scale to be determined by the Department
5. Proposed parking areas, locations of proposed signs and the location of existing and proposed structures.
6. Layout of proposed hunting areas including identified shot fall, ricochet, and safety zones.

7. Traffic ingress/egress and volume calculations suitable for identified roadways to/from the facility.

- D. Firearms shall not be discharged within one thousand (1000) of a residential dwelling, campground, or institutional (schools, churches, daycare) facility.
- E. There shall be no discharge of lead shot into any wetland.
- F. Shooting range development or features incorporated as part of a Hunting Club or Shooting Preserve shall be subject to the Conditional Use Permit provisions of Section 7.32 of this ordinance
- G. Signage shall be subject to Section 4.14 of this ordinance and parking shall be subject to Section 4.12 of this ordinance.
- H. The Board may establish such other conditions it deems necessary to protect the public health, safety, and welfare including, but not limited to, hours, days, and frequency of operation, sanitation requirements, screening, landscaping, fencing, setbacks, and density of uses within the site.

Chisago County Request For Board Action

Meeting Date: January 19, 2022	Item Number: 15
Title of Item for Consideration: 2022-2024 East Metro Water Resource Education Program agreement between Chisago County and Washington Conservation District	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
<p>Previous Action on this Matter: On November 17, 2021, the Chisago County Board of Commissioners approved the agreement between Washington Conservation District and Chisago County, on behalf of the Chisago Lakes Lake Improvement District, for the 2022-24 East Metro Water Resource Education Program. Funding for the 2022 program is \$6,685.62 and was approved by the CLLID Board at their meeting on November 1, 2021.</p> <p>December 1, 2021, the Chisago County Board of Commissioners approved \$6,685.62 in Water Plan funding for the 2022 East Metro Water Resource Education Program. Funding for this program will need to be included in the 2023-24 Chisago County Water Plan budgets.</p> <p>Background: The East Metro Water Resource Education Program (EMWREP) is a partnership of over 25 local units of government, hosted by the Washington Conservation District. The partnership was formed in 2006 in Washington County. The program is now expanding into Chisago, Isanti and Pine Counties to support the implementation of the Lower St. Croix Comprehensive Watershed Management Plan. The purpose of the shared education program is to provide education about the impacts of non-point source pollution on local lakes, rivers, wetlands and groundwater resources and to engage people and communities in projects that will help to protect and improve water quality in the lower St. Croix watershed.</p> <p>The educational program will provide resources on:</p> <ul style="list-style-type: none"> • General water and watershed education • Municipal separate storm sewer system stormwater education • Blue Thumb – Planting for Clean Water • Outreach support for partner programs and plans • Volunteer engagement • Education partnerships • Media and communications • Stormwater U for municipal staff and businesses • Groundwater education • Aquatic invasive species education <p>Attachment(s):</p> <ul style="list-style-type: none"> • Agreement between Washington Conservation District and Chisago County for the 2022-2024 East Metro Water Resource Education Program • EMWREP Overview for Northern Partners 	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the agreement between Washington Conservation District and Chisago County for the 2022-24 East Metro Water Resource Education Program. Funding for the 2022 program is \$6,685.62. The suggested motion is as follows:


“Move to approve the agreement between Washington Conservation District and Chisago County for the 2022-24 East Metro Water Resource Education Program. Funding for the 2022 program is \$6,685.62.”

Implications of Action: Participation in the EMWREP program will improve education/outreach about non-point source pollution and aquatic invasive species Chisago countywide.

Budget/Financial Implications: The agreement amount is \$6,685.62 per year for three years. The total agreement for three years is \$20,056.86. Funding for this program will also need to be included in the 2023-24 Chisago County Water Plan budgets.

Legal/Policy Implications: The proposed activity is in conformity with applicable state statutes and County authority and policies. County Attorney will review document as to form.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**AGREEMENT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE 2022-2024
EAST METRO WATER RESOURCE EDUCATION PROGRAM
(Chisago County, as Partner)**

A. PARTIES

This Agreement is made and entered into by Washington Conservation District, hereinafter referred to as HOST, and Chisago County, a member of the East Metro Water Resource Education Program, hereinafter referred to individually as a PARTNER. A PARTNER is defined as an entity that executes this agreement, and this Agreement provides for the withdrawal or addition of PARTNERS to the East Metro Water Resource Education Program. Eligible PARTNERS include counties, watershed organizations, lake improvement districts, and municipalities within the Twin Cities East Metro and Lower St. Croix Watershed of Minnesota.

B. PURPOSE

WHEREAS, the PARTNER and the HOST have a common objective of educating the citizens of the East Metro and Lower St. Croix Watershed about water resource, stormwater, and groundwater management in order to improve water quality; and

WHEREAS, the PARTNER has identified a need for education assistance; and

WHEREAS, counties, watershed organizations, lake improvement districts, and municipalities within the East Metro and Lower St. Croix Watershed have education components in their respective watershed management plans; and

WHEREAS, 25 communities in Washington County and 5 communities within the Lower St. Croix portions of Anoka, Chisago and Isanti Counties are required to obtain a Municipal Separate Storm Sewer System (MS4) Permit from the Minnesota Pollution Control Agency (MPCA), which requires nonpoint source pollution education; and

WHEREAS, the PARTNER agrees it is in its best interest to define its respective responsibilities and obligations; and

WHEREAS, the PARTNER agrees that collaborative efforts are needed to more effectively and efficiently deliver water resource education and meet MS4 permit education requirements; and

WHEREAS, the PARTNER requests assistance from the HOST to implement the policies specified in MINN. STAT. §§ 103A.206; and

WHEREAS, the HOST is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7.

NOW, THEREFORE, the PARTNER and HOST agrees as follows:

C. TERM OF CONTRACT

The term of this agreement shall be from January 1, 2022 to December 31, 2024 unless extended or terminated earlier as provided herein.

D. MEMBERSHIP STRUCTURE

In accordance to the program goals of collaboration and partnership, entities may become a PARTNER by signing the Signature Page at the end of this Agreement. A new PARTNER shall apply to the HOST and sign a separate

contract and its signature page shall be attached to the original document. The HOST will coordinate with each PARTNER, update the project budget, and distribute it to each PARTNER.

Each PARTNER will assign a member to the Steering Committee of the East Metro Water Resource Education Program. This Committee will assist the Shared Water Resource Educator and HOST to prepare the Annual Workplan, Annual Budget, and Annual Report. A Membership Summary will be included in the Annual Report prepared by the HOST.

E. SCOPE OF SERVICES

The HOST will perform for the PARTNER the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. Services for a specific PARTNER will be defined in the Annual Workplan developed as described in Exhibit A. PARTNER-specific services will constitute approximately 15% of the total Annual Workplan. Eighty-five (85) percent of the total Annual Workplan will be committed to shared, multi-jurisdictional benefit educational activities.

F. COST

In full consideration for services under this agreement, the PARTNER shall provide its portion of the annual costs to the HOST in accordance with the executed Signature Page at the end of this Agreement. The total annual budget for the program is as shown in Exhibit B with contributions outlined in Paragraph G. If all PARTNER contributions total less than the Total Budget, educational material expenses not otherwise paid for will not be incurred. PARTNER's annual contribution may be increased from the amount stated in the Signature Page at the end of the Agreement only with approval of PARTNER's governing body.

G. FUNDING STRUCTURE

Each PARTNER is suggested to contribute annually in accordance with the following funding structure.

County or SWCD (Population > 100,000): \$13,583.48/year
County or SWCD (Population < 100,000): \$6,685.62/year
County or SWCD partially within the Lower St. Croix watershed: \$1337.12/year
Small Watershed Districts (Taxable Market Value < \$1 Billion): \$13,477.35/year
Medium Watershed Districts (TMV \$1-5 Billion): \$20,481.33/year
Large Watershed Districts (TMV >\$5 Billion): \$26,530.23/year
Watershed Management Organizations and Lake Improvement Districts: \$6685.62/year
Large MS4 Cities (Population > 5,000): \$2,865.26/year
Small MS4 Cities (Population > 5,000): \$742.85/year

In-kind matches from existing educational staff from within partner organizations are also encouraged. The WCD shall provide \$13,477.35 of in-kind match to the program per year. As shown in Exhibit B, PARTNER contributions will be reviewed and adjusted on an annual basis, as needed.

H. PAYMENTS

1. The services in Exhibit A provided by the HOST will be billed in accordance to Exhibit B. Invoices will be sent on a quarterly basis and will summarize the work performed. Invoices are payable within 60 days.
2. Office supplies, in-house reproduction expenses, and transportation are included in the overhead noted above. Out source reproduction, special bulk mailings and other direct costs beyond the actual current budget as established in accordance with the Annual Workplan (the combined contributions

of each PARTNER) noted in Paragraph F are to be reimbursed at actual cost with prior approval from the PARTNERS.

I. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the HOST agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

J. STANDARDS

The HOST shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

K. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the HOST's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The HOST agrees to abide by these statutes, rules and regulations and as they may be amended.

L. AUDITS, REPORTS, AND MONITORING PROCEDURES

The HOST will:

1. Maintain records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the HOST which are relevant to the contract. The annual audit conducted for the Washington Conservation District that includes EMWREP activities.

M. INDEMNITY

No party to this Agreement agrees to be responsible for the acts or omissions of another, its agents, officials, contractors or employees within the meaning of Minnesota Statutes section 471.59, subdivision 1a. Each PARTNER and HOST will hold harmless, defend and indemnify all other parties to this Agreement, their officers, board members, employees and agents for any and all damage, liability, cost or claim (including reasonable attorneys' fees) to the extent it is the result of its negligent act or of another action or inaction that is the basis for its liability in law or equity. The PARTNER agrees to provide proof of contractual liability insurance upon request. This paragraph does not constitute a waiver or otherwise diminish, any statutory or common law defense, immunity or limit on liability any PARTNER or HOST may enjoy as against any third party.

N. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the HOST as the agent, representative, or employee of PARTNER organization for any purpose or in any manner whatsoever. The HOST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The HOST represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the HOST or other person, while engaged in the performance of any work or services required by the HOST under this Agreement, shall have no contractual relationship with the PARTNER and shall not be considered employees of the PARTNER.

O. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the HOST and the PARTNER shall not require written approval. Contract extensions will be handled as a material alteration.

P. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph O above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

Q. TERMINATION

This Agreement will commence when executed by HOST and all PARTNERS and will continue until terminated. The Agreement will commence with respect to each additional PARTNER on that PARTNER'S execution of a signature page acceding to the terms of the Agreement. This Agreement will terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this Agreement may withdraw participation on an agreement-year basis with 60 days written notice to HOST prior to the annual anniversary date of the Agreement, with the actual termination date falling on the anniversary date. Pro-rated contributions will be returned to the terminated or terminating PARTNER. The HOST will promptly notify all PARTNERS of any PARTNER's termination. Termination by any one PARTNER will not constitute the termination of this Agreement. If HOST determines that PARTNER termination has resulted in inadequate funds to deliver the work products generally described in Exhibit A, the HOST will terminate the Agreement effective the anniversary date unless adequate funds can be procured. Termination by the HOST will constitute termination of this Agreement in whole and pro-rated contributions will be returned to each PARTNER.

R. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the HOST or a PARTNER used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the HOST and the PARTNER providing the property. The HOST and PARTNERS shall jointly own and each party has the individual right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement. Durable goods purchased by the HOST, such as office equipment and computers, shall remain the property of the HOST.

CONTRACT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE
EAST METRO WATER RESOURCE EDUCATION PROGRAM

HOST: **Washington Conservation District**

PARTNER: **Chisago County**

Annual Contribution Amount: **\$6,685.62**

Contract start date: **January 1, 2022**

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

PARTNER

HOST

BY: _____

BY: _____

Board Chair

Date

Title

BY: _____

BY: _____

WCD Manager

Date

Title

Approval as to form and execution:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: 

Name: Jeffrey B. Fuge
Title: Assistant County Attorney
Date: January 10, 2021

EXHIBIT A

SCOPE OF SERVICES EAST METRO WATER RESOURCE EDUCATION PROGRAM

HOST responsibilities:

1. Hire, employ and supervise the Water Resource Educator/s that will successfully serve the education needs as prescribed herein.
2. Obtain financial reimbursement from each PARTNER as prescribed in this agreement.
3. Work in good faith to achieve the goals identified in this agreement.
4. Maintain a strict accounting of all financial transactions.
5. Develop and disseminate annual summaries of accomplishments and budgetary analysis to partners of the East Metro Water Resource Education Program.
6. Provide office space, office furniture, computer, transportation, and phone. Equipment purchased by the HOST will remain the property of the HOST following the term of this agreement.

PARTNER responsibilities:

1. Provide a single representative to the Steering Committee of the East Metro Water Resource Education Program. This person shall actively participate in the Steering Committee and assist in employee selection, Annual Workplan Development, and other tasks as needed.
2. Provide funds for the East Metro Water Resource Education Program described herein.
3. Provide appropriate and timely feedback to the HOST manager regarding the performance of the Water Resource Educator/s.
4. Share equipment, staff, and educational resources to facilitate Education Program planning and implementation.
5. As initiated by the HOST, discuss the progress of the Water Resource Educator/s and agree to take any action that is appropriate to ensure the successful fulfillment of project objectives.
6. Work with the Water Resource Educator/s to ensure that services are being used to address high priorities at the local level.

Water Resource Educator/s responsibilities:

1. Prepare, coordinate, and revise East Metro Water Resource Education Program Plan annually with the Steering Committee of the East Metro Water Resource Education Program.
2. Review and advise watershed district PARTNERS annually on educational aspects of their watershed district plans.
3. Develop annual plan of work with the Steering Committee of the East Metro Water Resource Education Program. Workplan will reference Washington County MS4 education programs and watershed district PARTNERS education plans.
4. Implement annual work plan, including planning, implementing, evaluating, and reporting on such anticipated activities as presentations, workshops, in-field training, demonstration projects, and published materials.
5. Pursue grants and other funding sources to enhance the East Metro Water Resource Education Program.
6. Coordinate with "Watershed Partners" and other entities conducting water resource education efforts to minimize overlap and maximize effectiveness.
7. Maintain educational information for web-based East Metro Water Resource Education Program.
8. Presents papers as appropriate at professional meetings within Minnesota.
9. Prepare annual education report (which meets MS4 requirements) and conduct shared MS4 annual meetings for participating East Metro Water Resource Education Program members

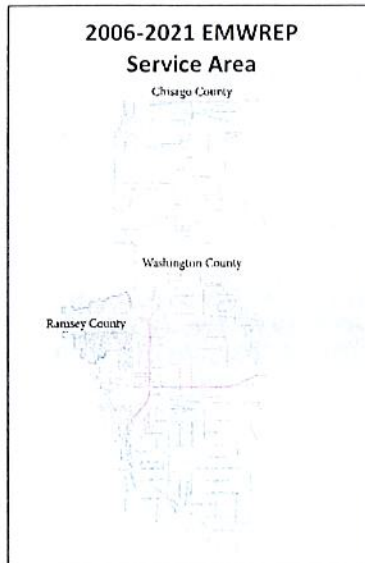
**EXHIBIT B
BUDGET**

SHARED WATER RESOURCE EDUCATION PROGRAM ANNUAL BUDGET

	Staff Support and Overhead Expenses	Materials	Total
Version 1: Existing EMWREP Partners	\$154,381.27	\$10,000	\$164,381.27
Version 2: Existing EMWREP Partners and Potential New Lower St. Croix Partners	\$168,763.87	\$13,000	\$181,763.87

MEMBERSHIP STRUCTURE AND FUNDING CONTRIBUTIONS

Version 1: Existing EMWREP Partners		Version 2: Existing EMWREP Partners and Potential New Lower St. Croix Partners	
PARTNER	Annual Contribution	PARTNER	Annual Contribution
SWWD	\$26,530.23	SWWD	\$26,530.23
VBWD	\$20,481.33	VBWD	\$20,481.33
BCWD	\$20,481.33	BCWD	\$20,481.33
CLFLWD	\$20,481.33	CLFLWD	\$20,481.33
CMSCWD	\$13,477.35	CMSCWD	\$13,477.35
RWMWD	\$13,477.35	RWMWD	\$13,477.35
RCWD	\$3,183.63	RCWD	\$3,183.63
Washington County	\$13,583.48	Washington County	\$13,583.48
MSCWMO	\$6,685.62	MSCWMO	\$6,685.62
Cottage Grove	\$2,865.26	Cottage Grove	\$2,865.26
Forest Lake	\$2,865.26	Forest Lake	\$2,865.26
Lake Elmo	\$2,865.26	Lake Elmo	\$2,865.26
Hugo	\$2,865.26	Hugo	\$2,865.26
Oakdale	\$2,865.26	Oakdale	\$2,865.26
Stillwater	\$2,865.26	Stillwater	\$2,865.26
Woodbury	\$2,865.26	Woodbury	\$2,865.26
Bayport	\$742.85	Bayport	\$742.85
Dellwood	\$742.85	Dellwood	\$742.85
Grant	\$742.85	Grant	\$742.85
Newport	\$742.85	Newport	\$742.85
Oak Park Heights	\$742.85	Oak Park Heights	\$742.85
St. Paul Park	\$742.85	St. Paul Park	\$742.85
West Lakeland	\$742.85	West Lakeland	\$742.85
Willernie	\$742.85	Willernie	\$742.85
		Chisago County	\$6,685.62
		Chisago LID	\$6,685.62
		Isanti County	\$1,337.12
		Isanti SWCD	\$1,337.12
		Anoka SWCD	\$1,337.12
TOTAL	\$164,381.27	TOTAL	\$181,763.87



Background: The East Metro Water Resource Education Program (EMWREP) is a partnership formed in 2006 to educate community residents, businesses, staff and decision-makers about issues affecting local lakes, rivers, streams, wetlands and groundwater resources and to engage people in projects that will help to protect and improve the health of these water resources.

Over the past 15 years, the EMWREP program has grown from six local government partners to 25, all located wholly or partially within Washington County. In 2022, EMWREP will expand geographically into Anoka, Chisago, Isanti and Pine Counties to include new partners in the Lower St. Croix Watershed.

Education Programming and Support: EMWREP implements numerous education programs and activities that help to support partners in complying with MS4 stormwater permit education requirements; achieving water protection and improvement goals; engaging the public in planning and program implementation; and establishing policies and ordinances that support clean water and watershed goals.

Current EMWREP Partners (2021):

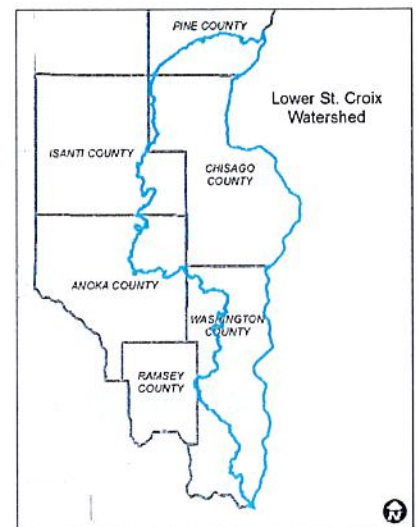
- Washington Conservation District (host)
- Washington County
- Watershed management organizations: Brown's Creek, Carnelian-Marine-St. Croix, Comfort-Lake Forest Lake, Rice Creek, Ramsey-Washington Metro, South Washington, and Valley Branch Watershed Districts, and the Middle St. Croix Watershed Management Organization
- Cities and townships: Bayport, Cottage Grove, Dellwood, Forest Lake, Grant, Hugo, Lake Elmo, Newport, Oakdale, Oak Park Heights, Stillwater, St. Paul Park, Willernie, and Woodbury, West Lakeland Township

Partners jointly fund the program based on a set formula, with fees determined by population (cities) or taxable market value (watershed organizations). A steering committee comprised of representatives from each of the partner organizations meets twice a year to provide recommendations on the program budget and activities. Partner contributions for 2022-24 are as follows:

- County or SWCD (Population > 100,000): \$13,583.48/year
- County or SWCD (Population < 100,000): \$6,685.62/year
- County or SWCD partially within the Lower St. Croix watershed: \$1337.12/year
- Small Watershed Districts (Taxable Market Value < \$1 Billion): \$13,477.35/year
- Medium Watershed Districts (TMV \$1-5 Billion): \$20,481.33/year
- Large Watershed Districts (TMV >\$5 Billion): \$26,530.23/year
- Watershed Management Organizations and Lake Improvement Districts: \$6685.62/year
- Large MS4 Cities (Population > 5,000): \$2,865.26/year
- Small MS4 Cities (Population > 5,000): \$742.85/year

2022 Expanded Service Area

Watershed Based Implementation Funds (WBIF) from the state are currently supporting limited education and outreach that is directly associated with implementation of the Lower St. Croix Comprehensive Watershed Management Plan. Local government partners in Anoka, Chisago, Isanti and Pine Counties are invited to join EMWREP as well to allow for additional staff support and a more comprehensive watershed education program that includes programs and activities not supported by the WBIF grant.



Coordination and Collaboration: The EMWREP partnership helps to strengthen relationships between member entities and allows for better coordination and less overlap in the management of local water resources.

EMWREP staff provide leadership for several regional partnerships including Watershed Partners; St. Croix Environmental Education Partnership (SWEEP); Blue Thumb – Planting for Clean Water; and Minnesota Water Stewards. In addition, program staff regularly collaborate with the St. Croix Basin Team, as well as nonprofit and citizen-led groups in the Twin Cities and Lower St. Croix regions.

EMWREP's program coordinator – Angie Hong - communicates regularly with partner staff, council members and board members; prepares an annual report detailing program activities; and provides data for partners' MS4 Permit reports. EMWREP annual reports and education plans are available on-line at www.mnwcdd.org/emwrep.

2020 Program Highlights

1. Public Education and Engagement

- a. Created an MS4 Stormwater Education Toolkit with dozens of videos, newsletter articles, fact sheets, social media graphics, and other tools for partners to use for stormwater education.
- b. Delivered educational messages to ~100,000 residents using print and social media on topics including nonpoint source water pollution, groundwater, watershed ecology and management, aquatic invasive species, and behaviors that protect water resources.
- c. Published 52 weekly articles in local newspapers
- d. Created unique outdoor activities, including a Water Pollution Mystery Game to engage the public in a fun and safe way, during COVID.
- e. Trained and supported 75-100 volunteers through programs including Minnesota Water Stewards, Adopt-a-Raingarden, and AIS Detectors.
- f. Engaged 550 residents to reduce stormwater pollution through the Adopt a Drain program
- g. Collaborated with nonprofit, community and citizen groups

2. Outreach Support for Program and Plan Implementation

- a. Engaged 900 participants via Zoom and 400 via YouTube during residential landscaping workshops. Topics included planting for pollinators and wildlife; wild edibles; and raingarden design and maintenance.
- b. Generated 150 new site visit requests to help landowners plan conservation projects such as raingardens, shoreline buffers, and native plantings.
- c. Surveyed 556 BMP program participants from 2015-2020.
- d. Provided stakeholder engagement support for Lower St. Croix CWMP, plus Carnelian-Marine-St. Croix WD and Comfort Lake – Forest Lake WD plan updates

3. Education and Outreach to Farmers and Rural Landowners

- a. Conducted a Soil Health Virtual Field Day with 50 participants via Zoom and 46 via YouTube
- b. Created a video to highlight the work of Pam Arnold, a Scandia farmer and conservation cooperator.

4. Professional Trainings for Business and Local Government

- a. Created 13 short videos for municipalities to use in MS4 staff trainings
- b. Conducted one Turf Maintenance workshop
- c. Developed a 3-part webinar series for local decision makers that covered topics including shoreline management and rules; landscaping and habitat; and the St. Croix Riverway. There were 150 participants via Zoom and 92 via YouTube.
- d. Conducted trainings and facilitated conversations about racial equity for staff and boards.

C

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Chisago County Request for Board Action

Meeting Date: January 19, 2021	Item Number: 16
Title of Item for Consideration: 2021 Lower St. Croix Watershed Partnership County Conservation Award	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services/Zoning
<p>Previous Action on this Matter: On December 18, 2020, the Chisago County Board of Commissioners adopted Resolution No. 20/1118-2 to adopt the Lower St. Croix Comprehensive Watershed Management Plan (LSC CWMP – “One Watershed One Plan – 1W1P”) and enter into a Joint Powers Agreement for the Implementation of the LSC CWMP. The new plan replaces the former Chisago County Comprehensive Local Water Management Plan that was set to expire in September of 2023.</p> <p>On December 18, 2020, the Chisago County Board of Commissioners appointed Commissioner Chris DuBose to serve as a representative to the LSC CWMP Implementation Policy Committee. The Chisago County Board also appointed Lance Peterson and Mike Mergens as representatives to the Implementation Policy Committee.</p> <p>The Implementation Policy Committee selected Commissioner DuBose to serve as the Vice-Chair for the Committee at their meeting on January 25, 2021. At their January 25, 2021 meeting, the Implementation Policy Committee also approved the final 2021-2022 Work Plan for Watershed Based Implementation Funding (WBIF). On February 17, 2021, the Chisago County Board of Commissioners approved the WBIF Work Plan for 2021-2022.</p> <p>In March the state Board of Water and Soil Resources (BWSR) approved the final Work Plan. The LSC CWMP will now receive \$1,264,531 in State WBIF grant funding to implement projects as identified in the Work Plan for years 2021-2022.</p> <p>On December 15, 2021, the Chisago County Board of Commissioners approved staff submittal of applications for the Lower St. Croix Partnership, Request for Funding, Activity 7 – Internal Analyses and for the County to act as the Lead Sponsoring Agency for North/South Goose, Little and East/West Rush Lakes.</p>	
<p>Background: Each year, the Association of Minnesota Counties (AMC) asks members to nominate exceptional county employees, programs and collaborations for the association’s annual awards. Awards are presented at the AMC Annual Conference in December.</p> <p>The Lower St. Croix Partnership of Anoka, Chisago, Isanti, Pine, and Washington Counties received the 2021 AMC and BWSR County Conservation Award! The award recognizes a county’s leadership, innovation and excellence in protecting or improving their natural resources. The award was presented at the AMC Annual Conference on December 7, 2021 by both AMC and BWSR.</p> <p>This award recognizes the Lower St. Croix Partnership formed through the One Watershed, One Plan process. It recognizes the work of the fifteen local government partners to create the Lower St. Croix Comprehensive Watershed Management Plan to guide the protection and restoration of priority natural resources in the Lower St. Croix Watershed over the next ten years. The Partnership will</p>	

continue to implement priority projects and programs outlined in the ten-year comprehensive plan.

Attachment(s):

- Association of Minnesota Counties (AMC) Annual Awards 2021

Action Requested/Recommended: The County Board is respectfully requested to accept the award for the 2021 AMC – BWSR County Conservation Award. The following motions is suggested:

“Move to Accept the Association of Minnesota Counties and Board of Water and Soil Resources, 2021 County Conservation Award for the Lower St. Croix Watershed Partnership and the counties of Anoka, Chisago, Isanti, Pine, and Washington as presented at tonight’s meeting”

Implications of Action: No implications of action on this matter.

Budget/Financial Implications: No budget/financial implications on this matter.

Legal/Policy Implications: No legal/policy implications on this matter.

Administrator’s Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

AMC Annual Awards

About [\(about/mnc/index.php\)](#)

Partners [\(partners/index.php\)](#)

Legislative [\(legislative/index.php\)](#)

Meetings & Education [\(meetings_and_education/index.php\)](#) > [AMC ANNUAL CONFERENCE/./INDEX.PHP](#) > [ANNUAL CONFERENCE \(MEETINGS_AND_EDUCATION/AMC_ANNUAL_CONFERENCE/INDEX.PHP\)](#) > [AWARDS](#)

Resources & Jobs [\(information_and_jobs/index.php\)](#)

ANNUAL CONFERENCE

[Awards \(meetings_and_education/amc_annual_conference/awards.php\)](#)

[Presentation Archive \(meetings_and_education/amc_annual_conference/workshops_presentations.php\)](#)

Each year, the Association of Minnesota Counties (AMC) asks members to nominate exceptional county employees, programs and collaborations for the association's annual awards.

AMC's Annual Awards are an excellent opportunity to celebrate the accomplishments of county staff and programs during the past year. Winners will be notified in November and the awards are presented at the AMC Annual Conference in December.

Use the links below to access each award's nomination form:

AMC President's Award

Each year, the outgoing AMC President selects an individual (or individuals) to receive this prestigious award that is given for exemplary leadership in public service. No nominations are accepted for this award.

2021 Award Recipients

AMC President's Award

*Scott Schulte
Anoka County*

AMC Outstanding Service Award

*Cindy Cesare
Anoka County Human Services Division Manager*

*Lisa Herges
Renville County Administrator*

*Steve Hallan
Pine County Commissioner*

*Kathy Hedin
Ramsey County Deputy Manager*

AMC County Achievement Awards

MARKIT

WEBPAGE.FMA

AMC Outstanding Service Award

Outstanding Service Awards are presented to individuals who have exhibited exceptional leadership, innovation and/or participation in county government and the Association.

AMC County Achievement Award

County Achievement Awards recognize valuable innovations and improvements in county government.

AMC-BWSR County Conservation Award

The **AMC-BWSR County Conservation Award** recognizes a county's leadership, innovation and excellence in protecting or improving their natural resources. This award is presented by AMC and the Minnesota Board of Water and Soil Resources (BWSR).

MAPCED Outstanding Economic Development Award

(<https://registrationsamc.wufoo.com/forms/2018-mapced-outstanding-economic-development-award/>)

The Minnesota Association of Professional County Economic Developers' (MAPCED) Outstanding Economic Development Award celebrates successful economic development efforts and partnerships that fulfill the MAPCED mission of fostering economic growth expanding tax base and enhancing quality of life in Minnesota counties.

If you have any questions about AMC's annual awards, please contact:

Laurie Klupacs, Deputy Director, at 651-789-4329 or by email (<mailto:lkupacs@mncounties.org>).

Marshall and Kittson Counties

Trails & Tales Summer Reading Program

Blue Earth County

Evening Reporting Center (ERC)

Pine County

2020 Census and Voter Engagement

Ramsey County

Windows Down, Sleeves Up:

A Collaborative County Approach to Mass Vaccination

Carlton County

AMC-BWSR County Conservation Award

Lower St. Croix Watershed Partnership

Anoka, Chisago, Isanti, Pine, and Washington Counties

Community Partnership with the County Highway

Department

Crow Wing County

MAPCED Outstanding Economic Development Award

Elevate Business Academy

Kandiyohi County and City of Willmar Economic Development Commission (EDC)

Comfort Lake-Forest Lake Watershed District



TAB # 17

The mission of the Comfort Lake-Forest Lake Watershed District is to protect and improve its water resources through adaptive management and education of local stakeholders.

Comfort Lake-Forest Lake Watershed District



Mike Kinney,
District
Administrator



Nick Bancks, Senior
Land Management
Coordinator



Emily Heinz,
Planning
Coordinator

The mission of the Comfort Lake-Forest Lake Watershed District is to protect and improve its water resources through adaptive management and education of local stakeholders.

What have we achieved so far?

District Goals and State Standards



District Wide

Progress Toward Phosphorus Reduction Goals



State Standard Reduction Goal: 3,245lbs

District Sustainable Reduction goal: 5,275lbs*

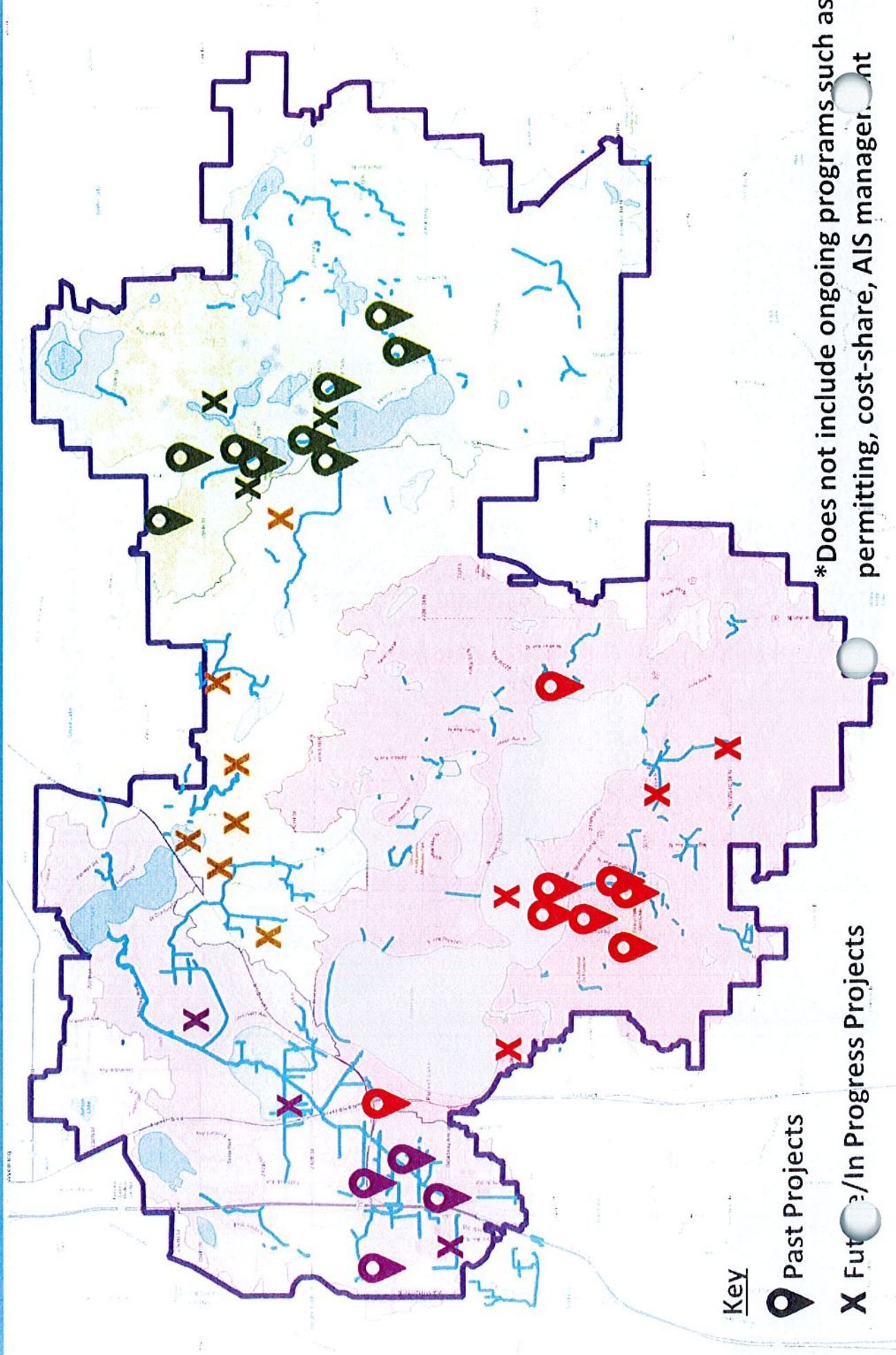
*The District bases its water quality goals on historic data, collecting actual lake sediment cores in some cases, in order to determine the water quality level which each lake can sustain in the long-term. In many cases, the District goal exceeds the minimum state water quality standards.

Projects

COMFORT LAKE

- WATERSHED DISTRICT -
FOREST LAKE

Protecting Your Water Resources



*Does not include ongoing programs such as permitting, cost-share, ALS management

Recent Accolades

COMFORT LAKE
- WATERSHED DISTRICT -
FOREST LAKE

Protecting Your Water Resources

MN Association of Watershed District 2021 Awards

★ **Program of the
Year Winner:** Citizen Assisted
Tributary Monitoring Program

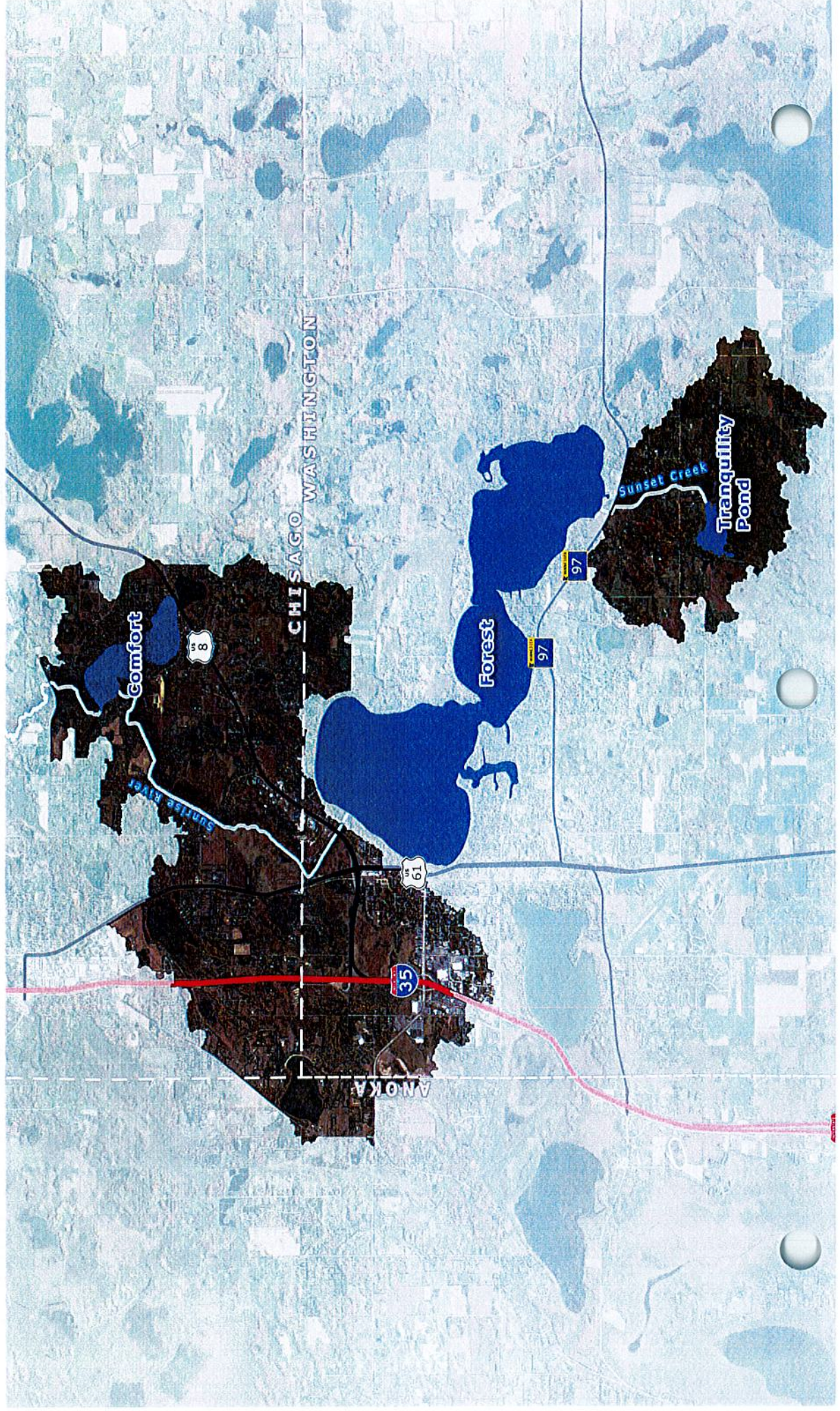
- **Project of the
Year Finalist:** Shields Lake
Stormwater Reuse & Alum
Treatment Project was one of
three finalists for this award
- **Movie of the Year Nominee:**
Shields Lake Stormwater Reuse &
Alum Treatment video was also
nominated for this award.



Greenway Corridors Initiative

COMFORT LAKE
- WATERSHED DISTRICT -
FOREST LAKE

Protecting Your Water Resources



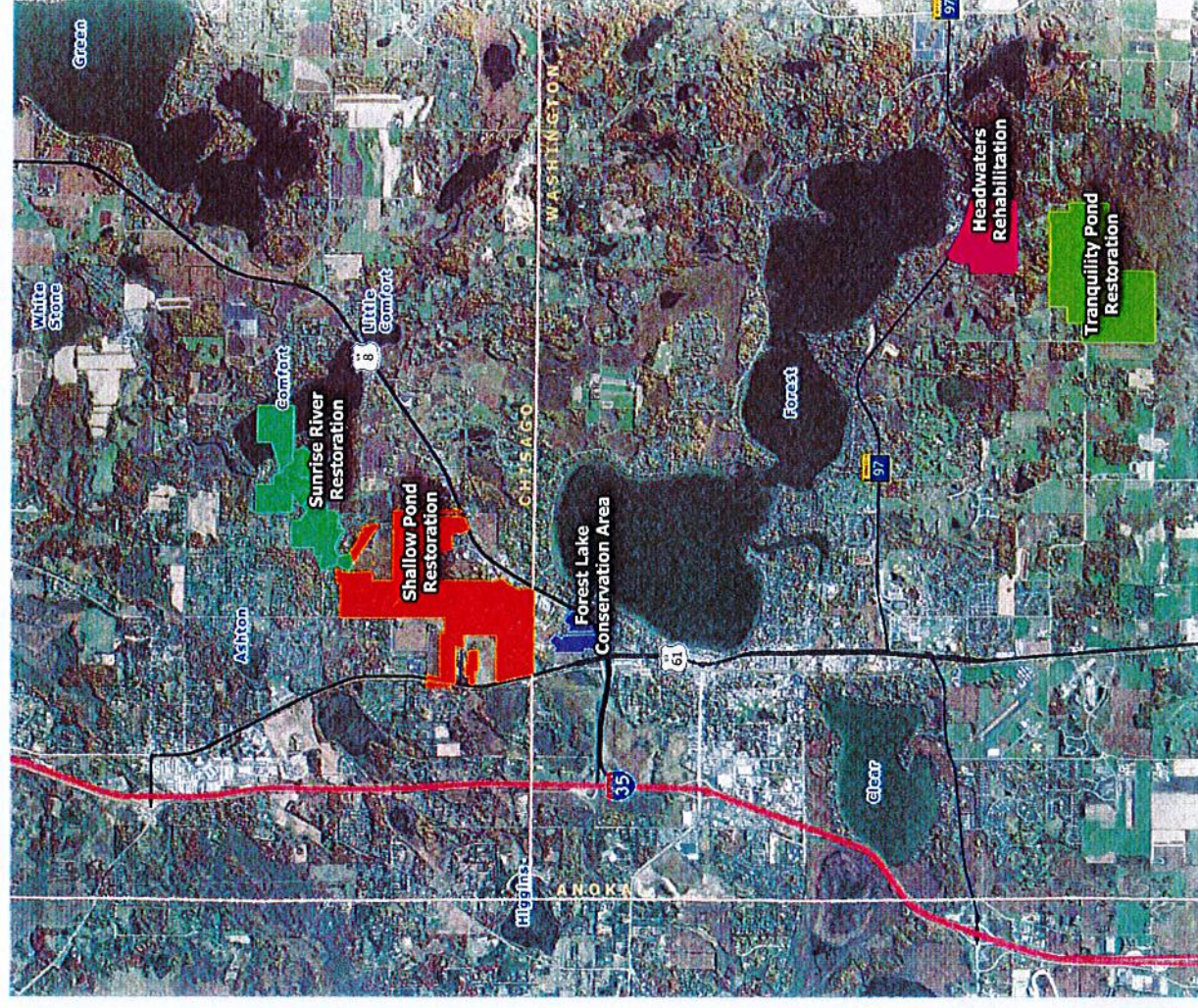
Greenway Corridors Initiative

COMFORT LAKE
- WATERSHED DISTRICT -
FOREST LAKE

Protecting Your Water Resources

COMPLEMENTARY PROJECTS

- Resource restoration
- Water quality + flood control
- Stormwater management



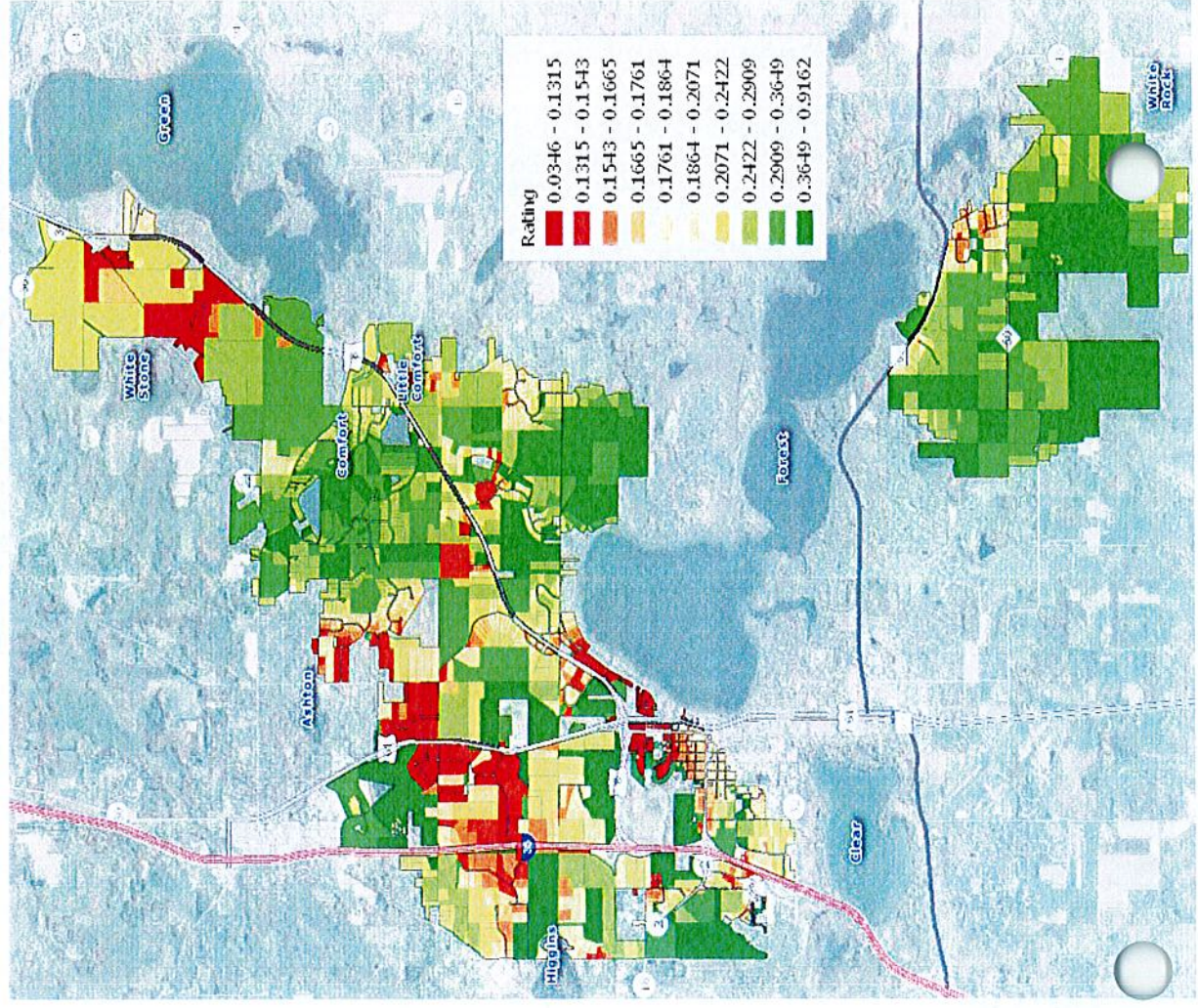
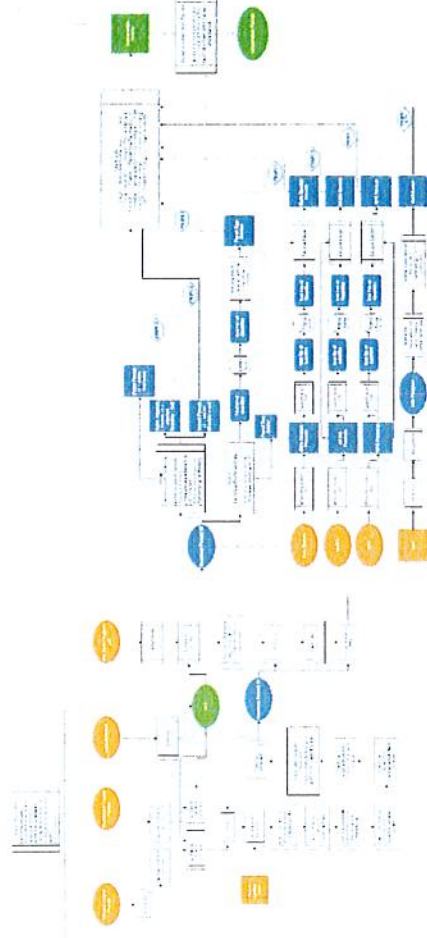
Greenway Corridors Initiative

COMFORT LAKE

- WATERSHED DISTRICT -
FOREST LAKE

Protecting Your Water Resources

CONSERVATION PRIORITIZATION



Greenway Corridors Initiative

COMFORT LAKE
- WATERSHED DISTRICT -
FOREST LAKE

Protecting Your Water Resources

GREENWAY BENEFITS



Social

- Provide regional recreational opportunities
- Reconnects community with nature
- Neighborhood & community connections
- Physical & psychological health



Environmental

- Enhancement of wildlife habitat
- Preservation of natural areas
- Improve water quality and reduce flooding



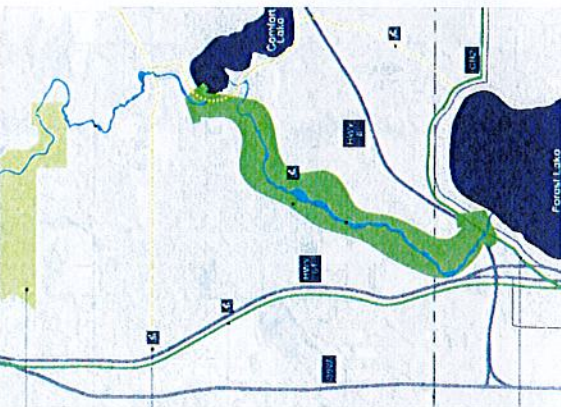
Economic

- Retains & attracts businesses
- Increases property values
- Attracts tourists
- Lowers water clean up costs



GREENWAY VISIONING

CONCEPT MAP



Carlos Avery Wildlife Management Area

Sunrise River

LGU Proposed Trail

Existing Path:
Sunrise Prairie /
Hardwood Creek Trail

Greenway

Sunrise River

LGU Proposed Trail

County Boundary

Existing Path:
N Shore Trail

WATERSHED DISTRICT INTEREST

What is the Comfort Lake Forest Lake Watershed District (CLFLWD) desiring to accomplish with this prospective regional approach?

CLFLWD is exploring opportunities to further its mission to protect and improve waters, while maximizing other social, environmental and economic community benefits that can stem from a regional approach. Realization of this approach will take an integrated, coordinated and collaborative effort to achieve shared goals and multiple benefits. The CLFLWD looks forward to exploring this opportunity with probable partners.

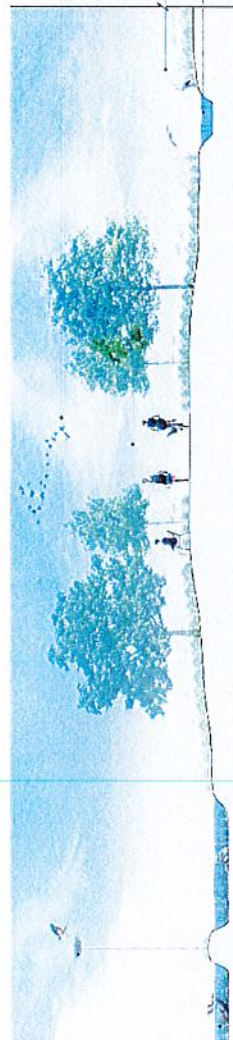
What is the status of this greenways initiative?

Initial maps identifying potential corridor areas have been developed to engage local government units and other potential project partners in an informed discussion about this opportunity. No formal planning, greenways designation, nor property acquisition has occurred to date. CLFLWD would like to understand the interest of multiple stakeholders in the planning and development of these greenway corridors, beginning with initial engagement to share a greenways vision, goals, and potential areas of mutual interest and collaboration.

Why this segment of the Sunrise River?

This corridor is a priority for improving the waters draining to Comfort Lake, but also presents an area to realize multiple benefits for habitat preservation, recreational opportunities, and the local economy.

Habitat corridor
Regional trail with local connections
Ecosystem services
Rehabilitate Sunrise River



Habitat enhancements

Resource restoration for habitat, water quality, & flood reduction

COMFORT LAKE
- WATERSHED DISTRICT -
FOREST LAKE

[Sunrise River upstream (south) of Greenway Avenue North]

Budget Overview

[Hyperlink to full budget presentation](#)

2022 Budget Overview



Expense Budget

- Total Expense Budget = \$4,115,746
 - 25% increase from 2021 budget

Estimated Revenues

- Levy = \$1,622,500
 - 10% increase from 2021 levy
 - +7 to 9% median tax impact increase
- Clean Water Partnership Loan (0% interest) = \$1,600,000
- Projected Grants & Other Revenue = \$1,643,133

2022 Budget Expense-Revenue Summary



2022 Expense-Revenue Summary



*Other revenues include partner contributions, permit deposits, interest income.

Grants



- Long history of grant success
- State Clean Water Funds: >\$4.5 million awarded since 2014
- Additional \$750,000 in partner CWF grants
- Additional \$2 million in other grants since 2010

Grants in Chisago County: Moody Lake Water Quality Improvement Projects



Protecting Your Water Resources



Thank you

COMFORT LAKE
- WATERSHED DISTRICT -
FOREST LAKE

Protecting Your Water Resources

Comfort Lake-Forest Lake Watershed District



Mike Kinney, District
Administrator
651-395-5855

Michael.Kinney@clflwd.org



Nick Bancks, Senior
Land Management
Coordinator

651-395-5859

Nick.Bancks@clflwd.org



Emily Heinz, Planning
Coordinator
651-395-5856

Emily.Heinz@clflwd.org

The mission of the Comfort Lake-Forest Lake Watershed District is to protect and improve its water resources through adaptive management and education of local stakeholders.

COMFORT LAKE

- WATERSHED DISTRICT -

FOREST LAKE

Protecting Your Water Resources

Reference slides

Levy – Tax Impact



Protecting Your Water Resources

Chisago County:

- 2021 actual median home value: \$331,000
- 2021 actual tax impact: \$205.29
- 2022 est. median home value: \$342,000
- 2022 est. impact: \$224.99
- 2022 est. change from prev. year: +\$19.70 (+9.6%)
- 2022 est. increase per \$100,000 in home value: +\$2.59 (+5.7%)

EMV, NTC, Levy

Estimated Market Value (EMV): estimated value of properties in the District

Net Tax Capacity (NTC): total amount of taxable property within our boundaries

Levy: amount actually taxed by CLFLWD on properties within our boundaries

EMV, NTC, Levy						
Budget Year	Estimated Market Value (EMV) (Prior Year Basis)*	Net Tax Capacity (NTC) (Prior Year Basis)*	Budget Year Levy	Ratio Levy/Estimated Market Value	Ratio Levy/Net Tax Capacity	Ratio Year/Year Levy Increase
2014	\$1,470,005,400	\$14,824,066	\$755,000	0.05%	5.09%	
2015	\$1,470,005,400	\$14,032,122	\$755,000	0.05%	5.38%	0%
2016	\$1,602,023,700	\$14,824,066	\$803,650	0.05%	5.42%	6%
2017	\$1,679,944,600	\$16,215,018	\$998,000	0.06%	6.15%	24%
2018	\$1,747,607,400	\$18,053,592	\$1,200,000	0.07%	6.65%	20%
2019	\$1,826,385,900	\$18,955,914	\$1,300,000	0.07%	6.86%	8%
2020	\$2,068,377,700	\$20,586,584	\$1,400,000	0.07%	6.80%	8%
2021	\$2,200,044,800	\$21,733,418	\$1,475,000	0.07%	6.79%	5%
2022	\$2,294,312,700	\$22,805,705	\$1,622,500	0.07%	7.11%	10%

*Government Budgets, and the levies needed to support them, are always for the coming (next) year. However, the basis for the levy (i.e., the Estimated Market Value (EMV) and Net Tax Capacity (NTC) data) is from the year prior to the budget year. E.g., the 2022 line above indicates the 2021 EMV and 2021 NTC because the 2022 EMV and 2022 NTC are not yet calculated.

What have we achieved so far?

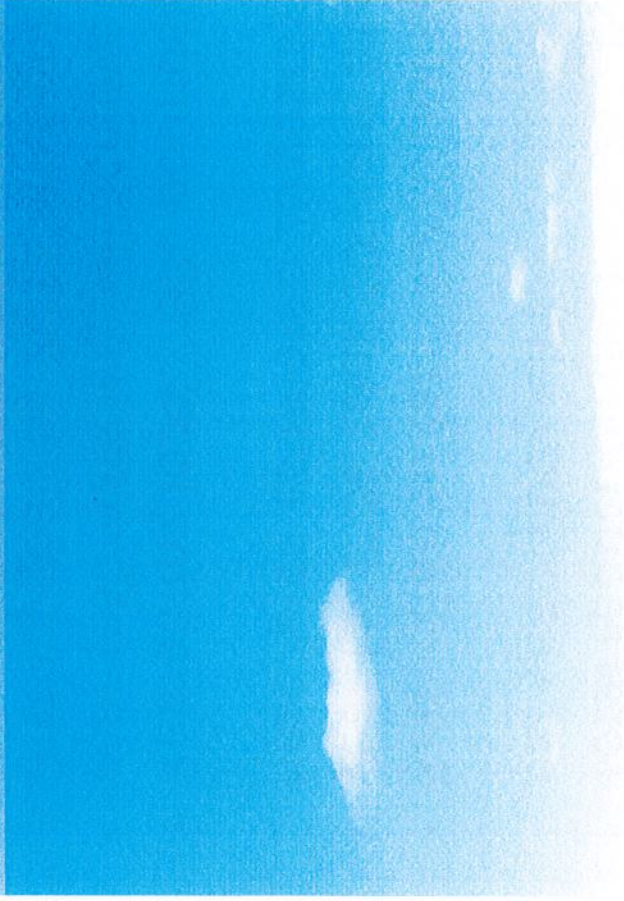
State Standards



Cumulative Phosphorus Load Reductions Needed to Reach

State Standards:

- **Total reduction goal:** ~3,245 pounds per year (~2010 TMDL)
 - **Reduction so far:** ~2,877 pounds per year (or 89%; took 10 years to get here; plan estimated 20 years)
 - **Remaining load:** ~368 pounds per year (estimate we will achieve all state goals by 2025 or sooner)
-
- **Sustainable goal** (District goal):
~Additional 631 pounds per year needed to reach long term sustainable balance in all water bodies



Moody Lake

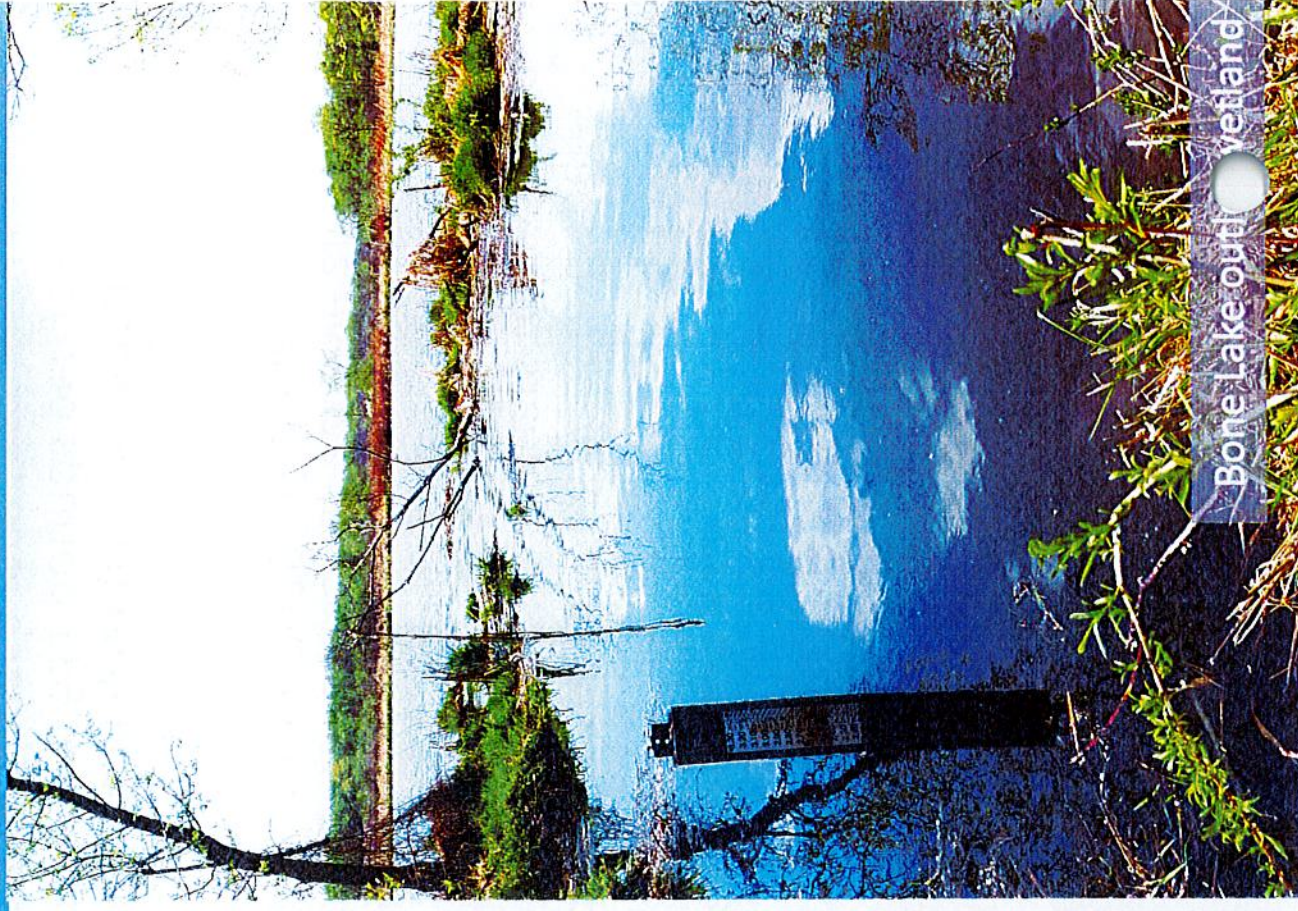
What have we achieved so far?

District Goals

Cumulative Phosphorus Load Reductions Needed to Reach

District Goals

- **Total reduction goal:** ~5,275 pounds per year (2007 CIP)
- **Reduction so far:** ~4,276 pounds per year (or 81%, took 10 years to get here; plan estimated 20 years)
- **Remaining load:** ~999 pounds per year (estimate we will achieve all District goals by 2031 or sooner)



Past Projects



Bone Lake Management District Completed Projects

Project (Phosphorus Reduction)	Year Completed
Moody Bullhead Removal	2009
Bone Fish Barriers	2013
Moody Winter Aerator	2015
Bone Melanie Trail Row Crop Conversion (34 lb/yr)	2017
Moody Wetland A/B Restorations (386 lb/yr)	2018
Moody Alum Treatment (324 lb/yr)	2019
Moody Wetland C Restoration (69 lb/yr)	2020
Bone Southeast Wetland Restorations (30 lb/yr)	2020

Forest Lake Management District Completed Projects

Project (Phosphorus Reduction)	Year Completed
Shields Fish Barrier	1995 (upgrade in 2019)
Forest Hilo Lane Iron Sand Filter (12 lb/yr)	2017
Forest 3 rd Lake Pond Restoration (56 lb/yr)	2017
Shields Winter Aerator	2018
Shields Lake Stormwater Reuse (94 lb/yr)	2019
Shields Alum Treatment (913 lb/yr)	2020
Enhanced Street Sweeping (156 lb/yr)	Ongoing

Past Projects

Little Comfort Lake Management District Completed Projects

Project (Phosphorus Reduction)	Year Completed
[Upstream projects in Bone Lake Management District and Regulatory Program Implementation]	2009-2020

Comfort Lake Management District Completed Projects

Project (Phosphorus Reduction)	Year Completed
Stormwater Management Permitting (28 lb/yr)	2009-2020
Broadway Ave Iron Sand Filter (15 lb/yr)	2012
Target Big Box Retrofits (5 lb/yr)	2015
Bixby Park Wetland Rehabilitation (93 lb/yr)	2017
Enhanced Street Sweeping (65 lb/yr)	Ongoing

Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 18
Title of Item for Consideration: 2022 Citizen Appointments to Various Boards/Committees/Commissions	
Action Requested by: County Administrator	Department: Administration
<p>Previous Action on this Matter: Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees.</p> <p>The Board of Commissioners determine who will be on the committees by reviewing citizen's application and then appointing eligible applicants to each Board/ Committee/Commission.</p> <p>The Board appointed Citizens to various Boards/Committees/Commissions at the Yearly Organizational meeting on January 4th, 2022.</p>	
<p>Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. There are currently seven Boards/Committees/Commissions that require appointments/reappointments.</p> <ul style="list-style-type: none"> East Central Regional Library Board – Tanya Paine. At Large Extension Committee – Brian Sandel. District 5 Water Plan Policy Team – John Eret. At Large 	
<p>Attachments:</p> <ul style="list-style-type: none"> Citizen Applications 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint/reappoint citizens to the designated open Boards/Committees/Commissioners for the identified terms. The following motion is suggested to appoint/reappoint each individual:</p> <p style="text-align: center;"><i>“Move to appoint _____ as a representative on the _____ ; effective January 4th, 2022 thru _____.”</i></p>	
<p>Implications of Action: If the recommended actions are undertaken, the County Board will have appointed citizens to its various Boards/Committees/Commissions for the proper durations.</p>	
<p>Budget/Financial Implications: None. Applicable per diems and mileage accounts have been established and approved as part of the 2022 Budget for the identified Boards/Committees/Commissions.</p>	
<p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.</p>	

Administrator's Recommendation

Approve

AB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

East Central Regional Library Board

Tanya Paine – Chisago City, MN – At Large

List experience or skills you have relating to the appointment you are seeking:

Skills:

Thought Leadership
Strategic Thinking
Problem Solving
Collaboration
Community Building
Literacy Advocacy

Experiences:

1. Chisago Lakes Early Literacy Project (2018 - present; Founder) Our Mission is to connect caregivers with early literacy resources, professionals, and events to empower families to better prepare young children to read and love to learn. Our focus is on building collaborative, cross community initiatives focused on positively improving participation in early literacy resources across the Chisago Lakes Area. We are accomplishing this by providing insight on the impact early literacy has on developmental success, supporting parents and guardians successfully be their child's first teacher and promoting literacy & learning through reading, special events, and play. Key initiatives: 1,000 Books Before Kindergarten with ECRL/Chisago (2019), Storytime In the Park with ECRL/Chisago and Chisago Farmers Market (2019), Facebook Social Media Community - Chisago Lakes Early Literacy Project (2019), Early Literacy Toolkit/Digital Magazine with ECRL/Chisago & Chisago Lakes Community Education (2021), Books Across Our Parks Little Free Libraries with ECRL/Chisago, Chisago Lakes Community Education, and Chisago Lakes Chamber of Commerce/Elevate Builders (2021).
2. Chisago Lakes School District World's Best Workforce Committee (2020 - present; input for Early Childhood supporting All students ready for Kindergarten). The World's Best Workforce is a plan the Chisago Lakes School District creates annually to document steps they are taking to meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.
3. Chisago Lakes Community Education Advisory Council (2018 -

present; input for Early Childhood and youth programming)

4. Chisago Lakes School District Early Childhood Parent Advisory Council (2017 - present; input for Early Childhood programming)

5. Revant LLC (2016 - present, Owner). Real Estate Investment & Property Management

6. General Mills (2006 -2016; Marketing Manager - Product Development/Innovation and Channel Marketing/Consumer Insights)

7. MBA University of Minnesota Carlson School of Business (2013)

List special or personal interests relating to the appointment you are seeking:

1. Early Literacy Skill Building in children ages 0-5
2. Awareness & participation in resources provided by ECRL
3. Identifying needs and developing innovative sustainable solutions

Why do you want this appointment?

To positively impact and support the communities ECRL serves by collaboratively developing and supporting strategies and initiatives that expand ECRL's relevance and utilization. I am excited to leverage the experiences and success of the good works I have championed throughout the Chisago Lakes Area to contribute meaningful thought leadership to the Board and ECRL's strategic plan.

Extension Committee

Brian Sandel – Rush City, MN – District 5

List experience or skills you have relating to the appointment you are seeking:

I have many years of experience working with extension offices in Ohio and Georgia. My background in business and the military has taught me the power of cooperation and mutual understanding to solve complex issues where there might be competing issues at hand from numerous stakeholders.

List special or personal interests relating to the appointment you are seeking:

I own 5 acres outside Rush City and have 3 children, two of which are interested in starting 4H. We also raise a large garden and some pigs every year.

Why do you want this appointment?

I am interested in being an advocate for the mission of the extension. I would like to see the services of the office utilized to a greater extent in the community.

Water Plan Policy Team

John Eret – Chisago City, MN – At Large

List experience or skills you have relating to the appointment you are seeking:

I have been on the Chisago County Water Board for many years. My last term just ended. I was a member of the Chisago Lakes Improvement District until 2009. I worked as a National Park Ranger on the St. Croix from 2011 -15. I have worked on grant writing and implementing AIS treatment on the Chisago Lindstrom Lake Association for many years.

List special or personal interests relating to the appointment you are seeking:

I have lived on Chisago Lake since 1996. I started the Chisago-Lindstrom Lakes Association in 2002, and I have been active in the CLLA since.

Why do you want this appointment?

I am interested in protecting the Chisago County waters - lakes, rivers, ponds, and aquifers.

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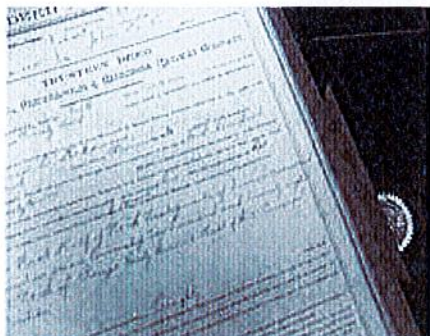
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Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 19
Title of Item for Consideration: 2022 Recorder Annual Report	
Action Requested by: Janet Converse, County Recorder	Department: Recorder
Previous Action on this Matter: Report is provided annually.	
Background: County Recorder Janet Converse provides the Board with an annual report of the Department's activities.	
Attachment(s): <ul style="list-style-type: none"> 2022 Annual Report 	
Action Requested/Recommended: The County Board is respectfully requested to accept the 2022 Recorder Annual Report. The following motion is suggested: <p style="text-align: center;"><i>"Move to accept the 2022 Recorder Annual Report."</i></p>	
Implications of Action: None.	
Budget/Financial Implications: None.	
Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Annual Board Report 2022

Chisago County Recorder



Janet Converse, County Recorder

313 North Main Street, Suite #277

Center City, MN 55012

(651)213-8585

janet.converse@chisagocounty.us

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1 - Mission Statement

To protect, preserve, and record documents relating to real estate and vital statistics in a methodical manner for posterity, legal and security purposes. To serve the public in a prompt, courteous, and effective manner.

This office is currently made up of the Recorder, a Senior Deputy Lead, and three Deputy I's.

2 - Documents

The document recording increase we witnessed in 2020 was 25% above 2019. In the first quarter alone documents were up by 35% over 2020. As the year moved along, we found that the document recordings we were recording grew closer to those of last year. This was challenging because we still had one out on medical leave and had not rehired for someone that didn't come back from the county shutdown. We did have our new hire begin the end of April and she has now been trained in and has passed her probation. We had already surpassed the documents of 2020 by the end of November with December yet to go. 2021 ended with 16,045 documents recorded.



2021	16,045
2020	14,166
2019	10,828

This office saw a large increase in our erecorded documents that started when the counties shut down and continued through the rest of 2020. This has started to back track a bit back under 80% for the last couple of months and 2021 ended at 81% which is still big improvement to 2019 and we have had a couple of days with no paper documents.

2021 81%
2020 80%
2019 68%

All but one county in the state erecords at least some documents. The erecord subcommittee that I was on was committed to getting more counties to erecord more document types in both Abstract and Torrens. While most counties within the state did see increases in their erecords in 2020, like this county did, I am not sure that a lot of progress has been made statewide on getting more document types erecorded or pushing counties to erecord Torrens to date. The newly formed committee will continue to work on that. I did have our erecording trusted submitters reduce the number of document types to 4 documents in most cases which was a recommendation by Property Records Industry Association (PRIA) in hopes of making it easier for submitters to submit erecording packages. This county had over 100 document types for them to have to page through. Staff now change that document type to what it really is before sending over to the Auditor/Treasurer or before recording. Prior to this change with our trusted submitters, staff were changing many of those document codes anyway.

3 - Vital Records

Vital records for the county include births, deaths, marriages, notaries, ordinations and military discharges. Like real estate documents, vital records are equally as difficult to predict. Below are some vital records numbers for last year. Many other county offices are still closed or are by appointment only. If someone needs a record now, they are coming to us. The new Real ID has had several deadlines because of COVID. Even with that, this office has seen an increase in those requests because of the Real ID. This office has moved to ordering additional vitals paper and ordering it sooner than we did previously because of the uptick in requests. The state was weeks behind issuing records for requests last year but has since caught up so the public can also get them from them but I think they are also by appointment only.

Death certificates will only be going one direction and that is up with the aging population until the Baby Boomers have cycled through and the death certificates start to decline again.

2019 Marriages	233 – licenses applied for
2019 Notaries	199 - registered
2019 Ordinations	60 - registered
2019 Military Discharges	22 – recorded DD214



2020 Marriages	202 – licenses applied for
2020 Notaries	176 - registered
2020 Ordinations	75 - registered
2020 Military Discharges	7 - recorded DD214

2021 Marriages	266 – licenses applied for
2021 Notaries	111 - registered
2021 Ordinations	103 - registered
2021 Military Discharges	6 – recorded DD214

4 - LandShark

This is our online tract index. The numbers below reflect regular users that have agreements with us as well as an escrow account to pull those fees from and the second number is the one-time users that can just sign up and find what they want as long as it is on the computer and pay via credit or debit card. We showed only a slight increase over 2020 but the difference is more relevant between 2021 and 2019 when the one-time user was put into place.

2021	\$63,851 (\$53,221 + \$10,630 One-time user income)
2020	\$63,145 (\$50,250 + \$12,894.50 One-time user income)
2019	\$51,332 (\$48,184 + \$3,167.50 One-time user income)

5 - Compliance - MN State Statute 357.182

Each of the 87 counties in Minnesota is to be in compliance in regards to when we return real estate documents. \$11 from each real estate document recorded goes to a compliance fund to assure that each of these counties is returning paper real estate documents within 10 business days and returning electronically recorded documents in 5 business days. Below are our compliance numbers for this county for the last couple of years. Those funds, with the County Board's consent, can be used for such things as data integration projects. Statute requires a goal of at least 90%. The compliance funds can only be used by the Recorder's Office per Minnesota State Statute. Because of the county shutdown, this office fell out of compliance for a couple of months but still ended 2020 in compliance when looking at the entire year. For 2021 we have been in full compliance every month. I don't have the final number for the year as not all days are mailed out yet for December but we will be in compliance for the year. Compliance should not be an issue going forward because staff can now work from home so where I was only allowed me and one other staff person for some of 2020 and we focused on recording documents, if that same thing happened today, we would remain in compliance as those at home would be able to index and verify documents so that we could get them mailed back out.

2021 Pending – through the end of November we were at 99.57%

2020 98.02%

2019 99.77%

6 - Technology Fund – MN State Statute 357.18

This is another fund that is to be segregated in the county budget and comes from the \$10 of each real estate record recorded in this office to update technology or maintain technology and equipment. These funds have been used for countless projects within the county inside and outside the Recorder's Office including a commitment towards the CAMA project for the Assessor's Office in the amount of \$250,000 or paying for the pictometry pictures used on GIS. This fund was originally brought about to assist counties within the state of Minnesota in their efforts to erecord. At this point, all but one Minnesota county is erecording at least some documents. It is hard to know if this part of the recording fee will continue or will sunset at some time in the near future.

7 – Milestones

Our fiche has been digitalized and I am waiting on our software vendor to update us on indexing those so that we can get them loaded into our system and available to the public. This was approximately 244 books of documents. This is wonderful from a disaster recovery point of view and will make obtaining these historical documents easier for our customers. I was hoping to have this project done before leaving the county but didn't quite make it.

8 – Goals

1. Continue work on imaging, indexing and proofing of historical vital records.

This is ongoing

2. Once we have all of our materials back from the vendor we will get the records that we got digitalized loaded into our system and look at getting the balance of the books imaged to eliminate the need to have the two aging fiche machines in our public room. Both of the machines we have are old and it is getting harder to find parts or supplies for them and the cost of repairs has been increasing over the last few years.

We have these images back from the vendor and have done some preliminary work on the indexing of them. This office is waiting on further instructions from our software vendor to get these images imported into our systems.

3. Get this office set up with remote access in case someone on staff causes the office to have to quarantine as happened in another department.

We do have all the equipment for staff to work remotely. Some have tried it out already. My goal is to have them comfortable with doing this should anything happen in the future and working remotely is required

This department is approved to work from home, equipment has been

ordered and staff are set up to do so. We have tested all systems from home and have been able to complete the following tasks:

Incoming – 1st proof of real estate documents

Registration – 2nd proof and recording or rejection of real estate docs

Indexing can be done of all items such as real estate docs and vital records

Verification can also be done on all items

Public requests for documents can be processed if the document is available online.

The only items this office is unable to complete from home at this time is the printing of vital records as those can only be printed on secure paper in the office. Handling of document requests for items that are not imaged to date and paper recordings. With the next update to our system we will be able to scan our paper documents and they will fall into the erecording queue and be processed like them. This is wonderful from a priority aspect as Minnesota is a race to the courthouse state and for those that may be working from home. We are currently working with Enterprise Services on an OnBase e-form that this office can use with the Auditor/Treasurer's office for processing documents and we should have this up and running shortly. This document will make erecording easier from home or office for both offices. We have tested recording from home and it was possible but not easy. This will be an improvement so thank you to Dan Weber for assisting with this project.

4. Fill our open position that we have not had time to get filled and get that person trained in.

Our new employee was hired the end of April so we are fully staffed as she has passed her probation and is a wonderful addition to this group.

9. Radar

I will leave this section to the incoming County Recorder with my retirement in January of 2022 as I cannot speak to their plans.

10. Legislature

There isn't much in the works regarding legislation for our office. We are hoping for a marriage amendment to be approved as submitted by Hennepin County as there is currently no legislation for this process and this has been a problem with all of the marriage record requests in connection with the Real ID. The only other item in legislation that this office is looking forward to is moving more the well disclosure process to the state. The county will have a smaller role with each of those being submitted and the fee that the county gets in connection with these is minimal and will all now go to the state.

11. Closing

In closing, I would like to thank my staff for all of their work over these last couple of tough years because of the pandemic. They rose to the occasion working hard to complete a higher number of requests and recordings than in years past with less people for many reasons. They were all greatly appreciated.

In my last Report to the Board, I would like to thank the County Board again for the opportunity to serve as your County Recorder.

Thank you,
Janet Converse
Chisago County Recorder

Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 20
Title of Item for Consideration: Resolution Authorizing Signature on the County Bank Account	
Action Requested by: Bridgitte Konrad	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
<p>Background: Lake Area Banks is the financial institution that holds the County's checking account. Two signatures are required on Commissioner Warrants drawn from the account, the County Board Chair and the Auditor-Treasurer. Signature authorization needs to be approved by resolution to be presented to the bank to authorize the signers.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Draft Resolution 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners adopt the attached resolution approving the County Board Chair and Auditor-Treasurer as signers on the Lake Area Bank account for 2022. The following motion is suggested:</p> <p style="text-align: center;"><i>“move to adopt resolution approving signatures on the Lake Area Bank account for 2022.”</i></p>	
<p>Implications of Action: Approval of this action will ensure that there are appropriate signature holders for the County's accounts with Lake Area Bank</p> <p>Budget/Financial Implications: None</p> <p>Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> Aye _____ Nay _____ Abstain _____ </div>

Resolution # _____

Commissioner _____ moved for adoption of the following resolution:

WHEREAS, signature need to be designated for those authorized to sign checks or withdrawal orders against the County; and

WHEREAS, the County maintains their checking account at Lake Area Bank in Lindstrom, Minnesota.

NOW, THEREFORE, BE IT RESOLVED

That the County Board Chair Richard Greene and Auditor-Treasurer Bridgitte Konrad are authorized to sign checks and withdrawal orders from the County's account at Lake Area Bank in 2022.

Commissioner _____ seconded the motion for adoption of the resolution.

The following Commissioners voted in favor of the resolution:

The following Commissioners voted in opposition to the resolution:

Whereupon the motion was duly adopted.

Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 21
Title of Item for Consideration: Resolution Authorizing HAVA Grant Application	
Action Requested by: Bridgitte Konrad	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
<p>Background: During the 2021 Legislative Session \$3 million was appropriated for Help America Vote Act (HAVA) grants. The funds must be used to improve accessibility, implement security improvements for election systems and to fund activities to improve the security of federal elections. Chisago County is eligible for up to \$32,504 of HAVA Grant funds. There are no matching funds required for this grant. There are prerequisites requiring completion of several security assessments which the Auditor-Treasurer and Enterprise Services Director are completing.</p> <p>The County has identified areas to improve security by relocating the dropbox, window tinting and additional cameras and badge readers. Security of our election employees, voters, supplies and equipment is of utmost importance and this grant will provide funding to further improve measures already in place.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Draft Resolution 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners adopt the attached resolution authorizing the Auditor-Treasurer to apply for the 2022 HAVA grant. The following motion is suggested:</p> <p style="text-align: center;"><i>“move to adopt resolution supporting the Auditor-Treasurer’s Help American Vote Act grant application.”</i></p>	
<p>Implications of Action: If successful, this grant will help to further improve secure County election equipment and processes.</p> <p>Budget/Financial Implications: There is not a budget impact as there are no required matching funds for the grant.</p> <p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.</p>	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____
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Resolution # _____

Commissioner _____ moved for adoption of the following resolution:

WHEREAS, Minnesota counties are responsible for administering elections, which includes the purchase and maintenance of supplies and election equipment, including accessible voting equipment; and

WHEREAS, the 2021 Legislature authorized funds for the Help America Vote Act Grant to assist political subdivision to improve accessibility, implement security improvements for election systems and to fund activities to improve the security of federal elections, and

WHEREAS, to receive funding from the Help America Vote Grant funds, counties must submit an application to the Minnesota Secretary of State before January 31, 2022; now, therefore,

NOW, THEREFORE, BE IT RESOLVED

That the County Board of Commissioners of Chisago County approves its application for funding from the Help America Vote Act; and

BE IT FURTHER RESOLVED, the County certifies that any funds awarded from the Help America Vote Act Grant will be used only to improve security of elections.

Commissioner _____ seconded the motion for adoption of the resolution.

The following Commissioners voted in favor of the resolution:

The following Commissioners voted in opposition to the resolution:


Whereupon the motion was duly adopted.

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Chisago County Request for Board Action

Meeting Date: January 19, 2022		Item Number: 22
Title of Item for Consideration: SHIP Grant Agreement – Taylors Falls Elementary		
Action Requested by: Robert Benson, Health & Human Services Director		Department: Health & Human Services
Previous Action on this Matter: None.		
<p>Background: Chisago County Health & Human Services has been awarded funding from the Minnesota Department of Health to work with communities, schools, healthcare and worksites to promote policy, system and environmental changes with a focus on improving nutrition, increasing physical activity and decreasing tobacco use and exposure.</p> <p>Grants will be awarded to various approved grant applicants to assist them in these efforts. Grantees are required to provide a minimum of 10% in-kind matching funds toward the completion of their project as a condition of grant acceptance.</p> <p>Attachment(s):</p> <ul style="list-style-type: none">• Ship Grant Agreement – Taylors Falls		
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Ship grant agreement – Taylors Falls Elementary as part of tonight's Consent Agenda. If removed from the Consent Agenda and discussed separately, the following motion is suggested:</p> <p style="text-align: center;"><i>“Move to approve the Ship Grant Agreement – Taylors Falls Elementary.”</i></p>		
<p>Implications of Action: Approval of this Ship grant agreement will allow Taylors Falls Elementary to purchase Hokki Stools (wobble Stools), the intent of the stools is to change and allow motor output during learning and to help the students focus, the stools will also strengthen the core muscles and burn calories while the students learn.</p> <p>Budget/Financial Implications: The budget will be fulfilled by State grant funding, from the Statewide Health Improvement Funds (SHIP) in the amount of \$2,000.00.</p> <p>Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.</p>		
Administrator's Recommendation		
Approve 	Deny _____	Other _____
Motion By:		Seconded by:
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____
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**County of Chisago
State Health Improvement Program Grant Program
Grant Agreement**

This Grant Agreement is between Chisago County Community Health Board, 313 No. Main Street, Center City, MN 55012 ("County") and Taylors Falls Elementary 648 West ST. Taylors Falls, MN 55084 ("Grantee").

Recitals

WHEREAS, the County administers the local implementation of the State of Minnesota State Health Improvement Program ("SHIP") and is empowered to enter into this Grant Agreement; and

WHEREAS, Taylors Falls Elementary applied to County for a SHIP Grant in order to purchase Hokki Stools (wobble Stools) with the goal of reaching 400 students at \$100 for each stool, the intent of the stools is to change and allow motor output during learning and to help the students focus, the stools will also strengthen the core muscles and burn calories while the students learn; and

WHEREAS, after reviewing the full proposal and all supplemental documentation submitted by the Grantee, it was found that the application satisfied the requirements of Minn. Stat. § 145.986 and 16B.98; and

WHEREAS, the Grantee has been approved for a Grant in an amount not to exceed **Two Thousand Dollars (\$2,000.00)**; and

WHEREAS, the Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the County.

NOW THEREFORE, the County and Taylors Falls Elementary enter into this Grant Agreement (Agreement) and agree as follows:

1. TERMS OF AGREEMENT.

- 1.1. **Effective Date:** January 24, 2022 or the date the County obtains all required signatures, **whichever is later.** The Grantee must not begin work under this Agreement until the Agreement is fully executed and the Grantee has been notified by the County's Authorized Representative to begin work.
- 1.2. **Expiration Date:** October 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** The following Parts shall survive the expiration or cancellation of this Agreement: Governing Law, Jurisdiction, and Venue; Publicity and Endorsement; State Audits; Indemnification; Government Data Practices and Intellectual Property; and Data Disclosure.

2. GRANTEE'S DUTIES.

Grantee, who is not a County employee, is obligated and expressly agrees to undertake and complete the Project as described in Grantee's Application and supplements and correspondence related thereto (on file at the County and incorporated into this Agreement by reference) and in accordance with the requirements of this Agreement. Grantee shall make no changes in the tasks

or schedules set forth without the written consent of the County, as provided in Paragraph 12, Amendments, of this Agreement, as applicable.

3. **TIME**

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **AUTHORIZED REPRESENTATIVES**

For purposes of administering this Agreement, the County's Authorized Representative is:

Name: Courtney Wehrenberg
Title: Community Health Services Administrator
Address: 6133 402nd St., North Branch, MN 55056
Phone: 651-213-5215
Fax: 651-213-5401
Email: Courtney.Wehrenberg@chisagocounty.us

and the Grantee's Authorized Representative is:

Name: Jason Riebe, Principal
Address: 648 West ST. Taylors Falls, MN 55084
Phone: 651-213-2101
Email: jriebe@isd2144.org

To the extent possible, communication between the parties shall be made through the authorized representatives. The parties may substitute authorized representatives, as necessary, by written notification to each other.

5. **ASSIGNMENT, WAIVER, AND AGREEMENT COMPLETE**

5.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties, or their successors in office, who approved and executed this Agreement.

5.2. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.3. **Agreement Complete.** This Agreement contains all negotiations and agreements between the County and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **CHANGES IN OWNERSHIP AND CONTROL**

This Agreement shall be binding on the County, its successors and assigns, and on the Grantee, its successors and assigns. In the event that the Grantee becomes aware that there will be a change in its ownership or control, the Grantee shall promptly notify the County's Authorized Representative, in writing, of the change.

7. **AUTHORITY TO CONTRACT**

Grantee is NOT authorized to enter into agreements needed to complete the work specified in this Agreement without the prior written consent of County, which shall not be withheld unreasonably.

8. PROJECT FUNDING AND DISBURSEMENTS

- 8.1. **Total Obligation.** The total obligation of the County for all compensation to the Grantee under this Agreement will not exceed **Two Thousand (\$2,000.00)**.
- 8.2. **Condition of Payment.** All services provided by the Grantee under this Agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County Authorized Representative.
- 8.3. **Disbursements** shall not be construed as a waiver by the County of any authority it may have to remedy Grantee's noncompliance with this Agreement.
- 8.4. **Grantee Commitment of Financing.** Grantee shall provide in-kind matching funds necessary for the completion of the Project of not less than ten percent (10%) of the total grant disbursement.

9. USE OF GRANT FUNDS

Grantee shall use Grant funds solely for eligible costs as identified in Grantee's Application and as incurred within the term of this Agreement.

10. COMPLIANCE WITH THE LAW

The Grantee shall conduct the Project in compliance with all applicable provisions of federal, state, and local laws and obtain all federal, state and local permits, licenses and authorizations necessary to implement and operate the Project.

11. REPORTING REQUIREMENTS

All reporting must be provided to the County's Authorized Representative.

- 11.1. **Upon project completion,** grantee agrees to submit a short written success story with photo that outlines how the funds supported the efforts of their project.
- 11.2. **Treatment of Data.** All data (information) related to this Project and Agreement that is maintained by the County is public unless the Minnesota Data Practices Act, Minn. Stat. Ch.13, or other applicable state or federal law provides otherwise. Grantee shall use its best efforts to provide all information required to be submitted to County in a form which can be released as public information. Grantee shall use its best efforts to prepare reports and other information without disclosing trade secret or sales information. If Grantee determines that it must disclose trade secret or sales information and Grantee wishes to keep that information from being subject to disclosure under the law, Grantee shall do the following:
 1. In its report, Grantee shall segregate all information Grantee believes to not be subject to disclosure under the law from all other information.
 2. Grantee shall submit a written request for the information to be treated as not subject to disclosure under the law, citing the reasons for such treatment. Grantee shall submit the request to the County at the same time it submits the report containing the information in question.

The County shall not consider a request to treat data as not subject to disclosure under the law unless it is made in accordance with the above two requirements. If a request is made in accordance with the above requirements, the County shall promptly determine whether the information qualifies for nonpublic or private data treatment. If the County determines that the

information may be treated as nonpublic or private data, the County shall use its best efforts to treat the information accordingly.

12. AMENDMENTS

Any amendments to this Agreement must be in writing and will not be effective until it has been approved and executed by the same parties, or their successors in office, who approved and executed the original Agreement.

13. FAILURE TO COMPLY

- 13.1. ***Suspension or Termination.*** Failure of Grantee to comply with the terms and conditions of this Agreement shall constitute default under the terms of this Agreement unless the County agrees to an amendment under Part 12. Upon default, the County may immediately suspend or terminate the Agreement. Upon receipt of written notice of suspension or termination, Grantee shall immediately cease any expenditure of Grant funds and immediately cease incurring any expenditure for which Grant funds would be requested. Grantee shall return, upon demand, all unspent Grant funds disbursed by the County.
- 13.2. ***Repayment of Funds.*** If the County finds that the default is based on a serious breach of the terms and conditions of this Agreement such as substantial nonperformance of the Project, fraud, theft of funds, or gross negligence in the use of funds, the Grantee shall repay, upon demand, the Grant in full. Upon termination, the Grantee shall summarize in a written report the work completed prior to termination. In addition to termination, the County reserves the right to exercise all other available remedies.
- 13.3. ***Notice of Default.*** In the event of default, the County shall send a written notice to Grantee describing Grantee's failure to comply with the terms and conditions of this Agreement. At the County's election, Grantee may be provided an opportunity to correct the default of not less than seven (7) nor more than thirty (30) days. If no response is received by the County within the applicable time period or, if Grantee shall fail to satisfactorily correct the default, the County may immediately terminate the Agreement.
- 13.4. ***Response to Notice of Default.*** The County may agree to amend the terms and conditions of this Agreement if the Grantee submits a written response supported by documentation that establishes that an amendment is justified.

14. TERMINATION

The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payments provided herein. Termination must be by written notice to the Grantee. The County is not obligated to pay for any costs of the Project that are incurred after the notice and effective date of termination. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding sources, to not appropriate funds. The County must provide the Grantee notice of the lack of funding within a reasonable time of the County's receiving that notice.

15. WORKERS' COMPENSATION

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.

16. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement must identify the Minnesota Department of Health and the County as a funding source and must not be released without prior written approval from the County's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. The Grantee must not claim that the Minnesota Department of Health and the County endorses its products or services.

17. HUMAN RIGHTS, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION

The Grantee, in the conduct of the Project, shall comply with all applicable state and federal laws relating to nondiscrimination, affirmative action, and equal opportunity, now or hereafter enacted and any amendments thereto, including, but not limited to, Minnesota Statutes Ch. 363 (the Minnesota Human Rights Act), Minn. Stat. § 181.59 (applicable to Agreements for materials, supplies, and construction for or on behalf of the State), and the Americans with Disabilities Act of 1990 (P.L. 100-336).

18. LIABILITY

The Grantee must indemnify, save, and hold the County, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the County's failure to fulfill its obligations under this Grant Agreement.

19. INSURANCE

21.1 Grantee is required to maintain general liability and automobile (if a vehicle is used in performing the duties under the contract) insurance minimum limits in the amount of \$1,000,000 protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Grantee or by a subcontractor or by anyone directly or indirectly employed by the Grantee under the Contract.

21.2 Insurance coverage by the Grantee in amounts greater than the tort liability limits set for municipal corporations, pursuant to Minn. Stat. 466 shall not constitute a waiver of the liability cap(s) available to the County.

20. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

20.1. **Government Data Practices.** The Grantee agrees to comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Grantee in accordance with this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Part by either the Grantee or the County. In the event the Grantee receives a request to release the data referred to in this Part, the Grantee must immediately notify the County.

The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

20.2. Intellectual Property.

20.2.1. Grantee shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

20.2.2. Grantee represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The Grantee shall indemnify and defend, to the extent permitted by the Attorney General, County at the Grantee's expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

21. ANTITRUST

The Grantee hereby assigns to the County any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

22. JURISDICTION AND VENUE

This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.

23. STATE AUDITS

The books, records, documents, and accounting procedures and practices of the Grantee relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract. In addition, the Grantee shall permit representatives of the County to visit the site of the Project during regular business hours to review the status of the Project and verify expenditures made under this Agreement.

24. SUBCONTRACTING

Grantee shall not enter into any subcontract for performance of any services contemplated under this agreement. If specifically authorized by the County, Grantee is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE

Grantee certifies that the appropriate person(s) have executed the contract on behalf of Grantee as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title: Jason Riebe, Principal Taylors Falls Elementary
Date:

2. COUNTY OF CHISAGO

APPROVED:


By:
Title: Rick Greene, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Chase Burnham, County Administrator
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

AS TO FORM:

By: 
Title: Janet Reiter, Chisago County Attorney
Date: 1/12/2022

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Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 23
Title of Item for Consideration: Application to Conduct Excluded Bingo – Chisago Lakes Area Wrestling Foundation	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
<p>Background: The current application is from the Chisago Lakes Area Wrestling Foundation to conduct excluded Bingo on April 2, 2022. The Chisago Lakes Area Wrestling Foundation is a non-profit organization.</p> <p>Attachments:</p> <ul style="list-style-type: none"> LG220 Application to Exempt Permit – Chisago Lakes Area Wrestling Foundation Resolution 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the application to conduct excluded bingo for the Chisago Lakes Area Wrestling Foundation on April 2, 2022. The recommended motion is as follows;</p> <p style="text-align: center;"><i>“Move to approve the application to conduct excluded bingo for the Chisago Lakes Area Wrestling Foundation on April 2, 2022.”</i></p>	
<p>Implications of Action: Approving tonight’s action would allow the Chisago Lakes Area Wrestling Foundation to raise money for its non-profit organization and its activities.</p> <p>Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County.</p> <p>Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.</p>	
Administrator’s Recommendation	
Approve CAS	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

11/17
Page 1 of 2

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Chisago Lakes Area Wrestling Foundation Previous Gambling Permit Number: [REDACTED]
Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]
Mailing Address: PO Box 103
City: Lindstrom State: MN Zip: 55045 County: Chisago County
Name of Chief Executive Officer (CEO): Shawn Frederixon
CEO Daytime Phone: 651-367-4744 CEO Email: [REDACTED]
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): [REDACTED]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ A current calendar year Certificate of Good Standing

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ IRS income tax exemption (501(c)) letter in your organization's name

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Lent Town Hall

Physical Address (do not use P.O. box): 33155 Hemingway Ave

Check one:

☐ City: Stacy Zip: 55079 County: Chisago
☐ Township: Lent Zip: 55079 County: Chisago

Date(s) of activity (for raffles, indicate the date of the drawing): April 2, 2022

Check each type of gambling activity that your organization will conduct:

☒ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☐ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: Leif TownshipSignature of Township Officer: [Signature]Title: Board Chair Date: 12/21/21**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

Chisago County Board of Commissioners

RESOLUTION NO. 22/0119-X APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT EXCLUDED BINGO FOR CHISAGO LAKES AREA WRESTLING FOUNDATION

WHEREAS, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

WHEREAS, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct bingo at the Lent Town Hall located at 33155 Hemingway Ave., Stacy, MN 55079.

Chisago County Request for Board Action

Meeting Date: January 19, 2022	Item Number: 24
Title of Item for Consideration: Teamsters and LELS Union Contracts for 2022	
Action Requested by: Karen Gates, Director	Department: Human Resources
Previous Action on this Matter: None.	
Background: New contracts for bargaining units represented by the Teamsters and LELS were negotiated and agreed upon for a term of one year (2022). Attachment(s): <ul style="list-style-type: none"> Contracts for HHS, Highway, Engineering Technicians, GCP, Telecommunications/Corrections, Licensed Essential Captains (Teamsters) and Deputies (LELS) (available with Clerk of the Board) 	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the labor contracts between the respective Union/Bargaining Units and Chisago County through December 31, 2022. The following motion is recommended: <p style="text-align: center;"><i>"Move to approve the contract between Chisago County and Teamsters/LELS for 2022."</i></p>	
Implications of Action: Providing strategic partnership and parameters on employment relationships between represented employees and the County to provide the opportunity for Chisago County to become an Employer of Choice where team members are valued, rewarded, have meaningful careers and high levels of engagement and commitment to County endeavors.	
Budget/Financial Implications: Costs are budgeted with payroll/benefits costs.	
Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ <div style="display: inline-block; width: 150px; border-left: 1px solid black; border-right: 1px solid black; padding: 0 10px;"> Nay _____ </div> <div style="display: inline-block; width: 150px; border-left: 1px solid black; border-right: 1px solid black; padding: 0 10px;"> Abstain _____ </div>

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Chisago County Request for Board Action

<i>Meeting Date:</i> January 19, 2022	<i>Item Number:</i> 25
<i>Title of Item for Consideration:</i> HUB Service Agreement & Scope of Services	
<i>Action Requested by:</i> Karen Gates, Director	<i>Department:</i> Human Resources
<i>Previous Action on this Matter:</i> None.	
<p><i>Background:</i> Hub International replaces North Risk Partners as our benefits broker. HUB brings the County new options for healthcare and other benefits related to employment with the County.</p> <p><i>Attachment(s):</i></p> <ul style="list-style-type: none"> Hub International Service Agreement and Scope of Services Hub International Amendment 	
<p><i>Action Requested/Recommended:</i> It is respectfully requested that the Chisago County Board of Commissioners approve the contract between HUB International and Chisago County through December 31, 2024. The following motion is recommended:</p> <p style="text-align: center; margin-top: 10px;"><i>“Move to approve the contract between Chisago County and Hub International.”</i></p>	
<p><i>Implications of Action:</i> Providing strategic partnership, direction and solutions to the County to provide competitive benefits intended to attract, retain and reward the County’s workforce.</p> <p><i>Budget/Financial Implications:</i> Funds will be budgeted along with payroll costs.</p> <p><i>Legal/Policy Implications:</i> The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.</p>	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> Aye _____ Nay _____ Abstain _____ </div>

HUB INTERNATIONAL

SERVICE AGREEMENT & SCOPE OF SERVICES

Employee Benefits Consulting & Brokerage Services

PREPARED FOR:

Chisago County

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement"), dated July 1st, 2021 (the "Commencement Date"), is hereby entered into by and between Chisago County ("Chisago County"), and Hub International Midwest Limited (the "Advisor").

WHEREAS Chisago County desires to engage the Advisor to perform certain services related to the placement and/or servicing of certain insurance coverages, and the Advisor desires to perform such services for Chisago County, in each case in accordance with and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. Engagement. Chisago County hereby engages the Advisor to perform the services set forth on Exhibit A attached hereto (the "Scope of Services").

2. Term of Agreement. The term of this Agreement shall begin on the Commencement Date and continue through December 31, 2024 or until terminated in accordance with Section 7.

3. Compensation; Compensation Disclosure.

(a) In consideration of the Scope of Services, the Advisor shall be paid in accordance with fees set forth on Exhibit B attached hereto (the "Consideration").

(b) If the Advisor serves as the insurance producer placing insurance policies on behalf of Chisago County, the Advisor or its affiliates may receive commissions from the insurance carrier issuing each underlying insurance policy. The Advisor or its affiliates may also receive contingent commissions, guaranteed supplemental commissions, profit sharing payments, bonuses, override commissions, or other profit-, volume- or incentive-based non-standard commissions from each such insurance carrier. Chisago County may receive wellness funding from any insurance carrier, which funding is paid in support of the consulting services described in Exhibit A ("Consulting Services") and is not included in the calculation of the Consideration. Chisago County hereby expressly acknowledges its understanding of such facts.

4. Services of Others. If Chisago County requests that Advisor arrange for the services of others, the fees and expenses of such others will be disclosed to Chisago County in advance, agreed to by Chisago County and paid or reimbursed by Chisago County.

5. Expenses. Except as otherwise set forth herein, the Advisor shall be responsible for all expenses incurred by it in connection with the provision of the Consulting Services hereunder; provided (inclusive of: on-site client meetings and on-site open enrollment meetings at desired locations), however, that if Chisago County requests special consulting projects (outside the Scope of Services) that require extensive travel outside of and away from the office of the Advisor, Chisago County shall be responsible for the Advisor's reasonable expenses including travel, meals and lodging, provided that Chisago County must agree to pay for any such expenses in advance.

6. Communications. The Advisor will be entitled to reasonably rely, without investigation or inquiry, upon any written or oral information or communication from Chisago County, or its officers or employees specifically granted the authority to act on behalf of Chisago County, to the Advisor.

7. Termination.

(a) This Agreement may be terminated by either party for any reason upon 30 days prior written notice to the other party.

(b) In the event of a Default, as described below, this Agreement may be terminated immediately by the non-defaulting party. Any one of the following events shall constitute a "Default" of this Agreement, regardless of any other effect or result: (i) if Chisago County fails to pay any amounts due to the Advisor pursuant to this Agreement within sixty (60) days of the applicable date due after receiving prior written notice of such late payment by Advisor; or (ii) if either of the parties commits a breach of any material obligation, warranty, acknowledgment or representation of this Agreement that is not remedied within thirty (30) days after such party having received written notice of such breach.

(c) In the event of termination of this Agreement for any reason, the Advisor shall stop performing the Consulting Services as of the date of termination as mutually agreed upon or set forth in this Agreement; provided, however, that Advisor shall provide (for no additional fees) standard termination assistance services, which may extend beyond the termination of this Agreement.

8. Independent Contractor. The Advisor shall furnish the Consulting Services as an independent contractor, and not as an employee of Chisago County. The parties intend to have an independent contractor relationship, and do not intend to have a relationship in the nature of an employer-employee, partnership, joint venture or agency. Neither party shall represent to any other person or entity that the relationship between Chisago County and the Advisor is anything other than an independent contractor relationship.

9. Non-Solicitation. During the term of this Agreement and for a period of six (6) months after the termination of this Agreement for any reason, neither party will hire any employee of the other party or solicit or encourage any employee of the other party to leave the employment of the other party without the prior express written consent of the other party.

10. LIMITATION OF LIABILITY. NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE IN CONNECTION WITH THIS AGREEMENT OR THE CONSULTING SERVICES FOR ANY LOSS OF PROFIT OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR SIMILAR DAMAGES.

11. Publicity. Chisago County authorizes the Advisor to use Chisago County name and logo for the express and sole purpose of identifying Chisago County as a client of the Advisor in the marketing materials of the Advisor after receiving advance prior written approval from Chisago County for each such use; provided, however, that the Advisor's use pursuant to this Section 11 shall be subject to any restrictions or guidelines which may be provided from time to time by Chisago County to the Advisor. In the event Chisago County withdraws the authorization set forth in this Section 11, the Advisor shall use commercially reasonable efforts to promptly remove any uses of Chisago County name or logo from any marketing materials of the Advisor.

12. Notice. All notices, requests and other communications to any party hereunder: (a) shall be in writing signed by or on behalf of the party making the same; (b) shall be deemed to have been given (i) when received if delivered personally, (ii) on the third business day after being deposited in the United States mail if sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) on the first business day after being deposited with a reputable overnight

courier service; and (c) shall be addressed to each party at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12):

If to the Advisor, to:

Hub International Midwest Limited
55 E Jackson Blvd
Floor 12
Chicago IL 60604

Attention: Jeff Wilson

If to Chisago County, to:

Chisago County
313 N Main Street
Suite 170
Center City, MN 55012

Attention: Karen Gates

13. Counterparts. This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Amendments and Waivers. This Agreement may not be amended or waived except by an instrument in writing signed, in the case of an amendment, by an authorized representative of each party to this Agreement or, in the case of a waiver, by the party against whom such waiver is to be effective. No course of conduct or failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided by law.

15. Severability. Each party agrees that all covenants and agreements set forth in this Agreement constitute a series of separate covenants and are severable. The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

16. Governing Law; Venue. This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of Illinois, without regard to its choice of law rules. The parties' consent to exclusive venue and personal jurisdiction in any federal or state court with competent jurisdiction in the State of Minnesota.

17. Assignment; Successors and Assigns. This Agreement, and the parties' rights and obligations hereunder, may not be assigned or assumed by another without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, their successors, permitted assigns or legal representatives.

18. Ownership of Materials. All materials prepared by Advisor specifically and exclusively Chisago County pursuant to this Agreement (the "Work") shall be owned exclusively by Chisago County. Notwithstanding anything to the contrary set forth in this Agreement, Advisor will retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by Advisor before the commencement of, or developed or acquired, (which shall not include Chisago County intellectual property) by Advisor during or after, the performance of the services, including without limitation, all systems, software, specifications, documentation and other materials created, owned or licensed and used by Advisor or subcontractors in the course of providing

the Consulting Services (the "Intellectual Property"), and Advisor shall not be restricted in any way with respect thereto. To the extent any Work incorporates any Intellectual Property; Advisor hereby grants Ounce of Prevention Fund a non-exclusive, non-transferable right to use such Intellectual Property solely for purposes of utilizing the Work internally in accordance with the terms of this Agreement.

19. Indemnification. Each party shall indemnify and hold the other party harmless, including its officers, shareholders, employees and agents, from and against all claims, damages, suits, judgments and losses, including reasonable costs and attorneys' fees, arising out of the indemnifying party's breach of its obligations under this Agreement, violation of applicable law, or resulting from the willful misconduct or negligent acts or omissions of its own officers, agents, or employees.

20. Headings. The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement.

21. Entire Agreement. This Agreement sets forth the entire agreement and understanding and supersedes any and all prior or contemporaneous agreements and understandings, oral or written, between the parties regarding the subject matter hereof.

22. Advice on Legal Matters. Chisago County acknowledges that the Advisor is not engaged in the practice of law and that the services performed pursuant to this Agreement do not constitute, and are not a substitute for, legal advice. Chisago County understands that should it desire legal advice, it will secure the advice of its own legal counsel with respect to any legal matters related to the services performed hereunder.

23. Force Majeure. Neither of the parties shall be liable to the other for any failure to satisfy an obligation under this Agreement due to any cause beyond a party's reasonable control including, but not limited to, inclement weather, Acts of God, war, riot, terrorist acts, malicious acts of damage, civil commotion, industrial dispute, power failure or fire.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Services Agreement as of the Commencement Date.

HUB INTERNATIONAL MIDWEST LIMITED

By: _____
Name: Jeff Wilson
Title: Vice President – Employee Benefits

CHISAGO COUNTY

By: _____
Chair of the Board of Commissioners Dated: _____

Affirmed: _____
Clerk to the Board: _____ Dated: _____

By: _____
Name: Karen Gates
Title: Human Resources Director

Approved as to Form: Janet Rast Date: 12/30/2021
Chisago County Attorney

Exhibit A – Scope of Services

HUB International (“HUB”) shall perform the following scope of services on behalf of Chisago County (“Chisago County”). To summarize all services below, HUB will be working exclusively and directly with Chisago County for all their broker / consulting services. These services are inclusive (but not limited) to: developing cost containment strategies, mitigating risk exposures, ongoing data/claims analytics, executing annual renewals, benefit administration support, technology enhancements, communications & design, open enrollment support, health & performance (wellness), human resources consulting, and compliance services. The below details (but not limits) the HUB scope of services to Chisago County.

Step	Description	How Often?
Benefits Consulting Package Overview		
Discovery	Collect vital information about your company and your employees	Annual
Gap Analysis	Identify missing plan elements and ways to improve performance	Annual
Provider Selection	Review and select best products and services	Annual
Implementation	Manage, administer, and communicate changes to the plan	Annual
Employee Services	Assist employees with their benefits and health care decisions	Ongoing
Ongoing Service	Act as an extension of your HR department	Ongoing

Step	Description	Included	Extra	How Often?
Discovery				
Employee contributions	Employee contribution review and analysis	Yes	-	Annual
Benefit coverage	Review in detail all benefit plan coverage	Yes	-	Annual
Utilization analysis	Review of utilization data to provide input on trends and to make recommendations for plan improvements.	Yes	-	Annual
Rates and contracts	Review of all rates and contracts	Yes	-	Annual
Benchmark costs	Benchmark costs and cost sharing against local and national norms	Yes	-	Annual
Employee satisfaction survey	Deliver electronic survey to employees and collect	Yes	-	TBD
Budgeting	Assistance in preparing overall employee insurance fund budget and any projections or forecasts, including cost savings	Yes	-	Annual
Gap Analysis				
Estimate financial impact of changes	Provide recommendations for benefit plan changes and the estimated financial impact of the alternative plan design or funding arrangement	Yes	-	Annual
Plan design analysis	Review the effectiveness of alternative plan designs	Yes	-	Annual
Funding Feasibility	Review alternative funding strategies: Fully insured, level Funding, Self-Funded, Reference Based Pricing, Direct Contracting, etc.	Yes	-	Annual
Demographic analysis	Analysis of employee demographics	Yes	-	Annual
Claims analysis	Examine reports of exposures, expenses and paid losses to determine patterns of risk and to assure insurance provider's conformity with its proposal	Yes	-	Annual
Predictive modeling	Advanced claims analytics	Yes	-	Annual
Review all options	Review all options including Wellness and Consumer Driven Health Programs as well as communication/education strategies	Yes	-	Annual
Implementation timeline	Develop strategy and timeline for implementation and communication of any recommended changes	Yes	-	Annual
Long term strategy	Develop long term strategy for benefit design and cost sharing	Yes	-	Annual
Stop Loss Analysis	Marketing Stop Loss to ensure competitiveness			
Prescription Drug	Marketing Rx program coverage to ensure most competitive pricing and contracts			
Benchmark comparison	Relate recommendations to current trends and local and national benchmarks	Yes	-	Annual
Provider Selection				
RFP package	Develop a formal request for proposal package to market the benefit plans	Yes	-	Annual
Selection criteria	Establish criteria for market selection	Yes	-	Annual
Vendor search	Identify all appropriate vendors and insurers	Yes	-	Annual

Renewal projections	Provide renewal projections for budgeting purposes	Yes	-	Annual
Solicit proposals	Solicit proposals based upon current plans as well as potential alternative programs and plan designs	Yes	-	Annual
Manage RFP process	Assist potential providers with accurate and timely information, data and answers to their questions to help ensure their punctual submission of complete proposals	Yes	-	Annual
Cost/benefit analysis	Analyze all proposals and present a cost/benefit analysis to client	Yes	-	Annual
Provider network analysis	Analyze the quality of provider networks	Yes	-	Annual
Price negotiation	Negotiating pricing with administrative vendors and insurance carriers on renewals and service modification requests.	Yes	-	Annual
Implementation				
Establish enrollment procedures	Review procedures for benefit plan enrollment with current carriers and vendors	Yes	-	Annual
Evaluate automation alternatives	Develop an overview of all appropriate alternatives for automation of the enrollment process	Yes	-	Annual
Cost/benefit analysis	Provide a cost/benefit analysis for the most appropriate alternatives	Yes	-	Annual
Implementation strategy & timeline	Develop an implementation strategy and timeline for the selected solution	Yes	-	Annual
Contract finalization	Negotiate and finalize group applications and contracts with insurance providers	Yes	-	Annual
Carrier transition	Manage transition to new insurance carrier (if applicable)	Yes	-	Annual
Open enrollment	Provide support for open enrollment meetings including the development of presentation materials and providing presenters at employee meetings.	Yes	-	Annual
Employee Services				
Total compensation statements	Provide the system and support for the development of an annual employee benefit statement to illustrate the "hidden value" of the benefit program. * 1 – 4 pages, print or digital, mailing available	Yes	-	Annual
Online communications	Web-based access to information about the employee benefit offering	Yes	-	As Needed
HUB Call Center	Access benefits professionals via a concierge number for benefits support	-	Yes	Annual
Wellness programs	Design, implement, and manage employee wellness programs	Yes	-	Ongoing
Disease management	Design, implement, and manage disease management programs	Yes	-	As Needed
Employee assistance programs (EAP)	Manage the delivery of EAPs	Yes	-	As Needed
Ongoing Service				
Plan Reviews				
Quarterly review	Quarterly reviews of the health plan	Yes	-	Quarterly

Annual stewardship report	Annual review of summary plan documents and recommend benefits changes to help contain cost.	Yes	-	Annual
Professional Employee Communications				
Open Enrollment	Customized benefit guides, OE teasers/announcements – poster, fliers, interactive OE presentations, educational videos, etc.	Yes	-	Annual
HUB Spot Mobile App	Customized employee mobile app for employees to view benefits information, resources, etc.	Yes	-	Ongoing
Non-Open Enrollment	Employee surveys, benefit statements, web-based communications, health care education, and recruitment tools	Yes	-	As Needed
Reporting				
Plan Costs	Summary monthly, quarterly, annual plan costs (as desired) & EE/ER contributions	Yes	-	Quarterly
Claims	Monthly large claim tracking report & periodic claim comparisons (year over year – period to period). Provide analysis of claim trends and recommend cost containment (if available based on client size)	Yes	-	As Needed
Utilization	Plan utilization reports including dashboards	Yes	-	Monthly
Projections	IBNR, Stop loss, budgeting/funding (if applicable)	Yes	-	As Needed
Issue Resolution				
Employee inquiries	Assistance with benefits problems pertaining to the contracted insurance vendors.	Yes	-	As Needed
Billing & Reconciliation	Resolving billing problems	Yes	-	Monthly
Claims resolution	Claims problem resolution and tracking	Yes	-	As Needed
Administration				
COBRA	COBRA administration and tracking	-	Yes	Ongoing
Section 125	Administration of Section 125 regulations	-	Yes	Ongoing
HSA/HRA administration	HIPAA/HSA/HRA administration	-	Yes	Ongoing
HIPAA administration	HIPAA administration	-	Yes	Ongoing
Dependent & eligibility audit	Provide a dependent / eligibility audit	-	Yes	Annual
Enrollment				
Enrollment preparation	Communicate benefits and coordinate a plan for enrollment including communication materials, logistics, results, coordinating with Payroll and vendors	Yes	-	Annual
Enrollment	Lead and participate in enrollment meetings to communicate desired message during Open Enrollment	Yes	-	Annual

HR (Human Capital) Consulting				
Employee handbook review	Conduct an independent review of the Personnel Manual and will identify areas of deficiency	Yes	-	As Needed
HRIS & Ben Admin through iHouse	HRIS/Electronic enrollment consulting	-	Yes	As Needed
Rapid assessment	A high-level evaluation of HR compliance status	Yes	-	Annual
FMLA checklist	Evaluation of FMLA procedural compliance	Yes	-	Annual
Fit HR review	A comprehensive current state HR assessment of programs, procedures, and compliance, with recommendations and guidance for improvement	-	Yes	As Needed
HR 360	Provides access to an array of HR services, information, and strategies	Yes	-	Ongoing
HR focus calls	Web-based conference calls focused on changes and innovations in the HR marketplace	Yes	-	Quarterly
Compensation consulting	Compensation benchmarking and strategy consulting	-	Yes	As Needed
HR Trainings	Training for Leadership and Employees on various HR topics (full menu of Training topics available): i.e. sexual harassment, manager training, customer service, diversity & inclusion, etc.	-	Yes	As Needed
HR Project Work	Human Capital Strategy, Organizational design, Performance management, Employee Value Proposition, Job Description writing, training design & delivery, culture & Engagement	-	Yes	As Needed
Communication & Education				
Newsletter	Current information that is pertinent to the benefits marketplace	Yes	-	Quarterly
Corporate benefits brief	A report on market and product trends	Yes	-	Annual
Industry trends updates	A consolidated view of quantitative trends in the employee benefits marketplace	Yes	-	Annual
Compliance / Regulatory Support	Keep the client informed of changes in laws and legislation, as it pertains to the Employee Benefit Program, and advise of any appropriate action	Yes	-	Ongoing
Compliance				
HUB ACA Compliance Snapshot	The HUB Affordable Care Act/Healthcare Reform Snapshot is a quick modeling tool providing a framework for employers to understand and evaluate the impact that Healthcare Reform will have on its group health plans.	Yes	-	Ongoing

ACA Employer Reporting	Support in the administration of ACA required reporting (5500 filings), WRAP document	Yes	-	Annual
ERISA / HIPAA / COBRA / Medicare / Medicaid	Multiple Benefit Attorneys on staff to support with client questions/issues as they arise throughout the year	Yes	-	Ongoing
Wellness				
Wellness Program Design and Implementation	Staff of wellness specialists focused solely on the strategic design and continued engagement of employees with measurable results	Yes	-	Ongoing
Vendor	HUB will help in selecting new wellness vendor and assist in implementation of vendor (if desired)	Yes	-	Ongoing
Choose-Well Platform	HUB will provide access to turnkey wellness programs where clients can create/customize monthly materials and solutions	Yes	-	Ongoing
Financial Wellness	HUB will provide resources on various financial wellness services such as 529 plans, student loans, retirement, etc.	Yes	-	Ongoing
Health Fairs	Initialize and coordinate an Annual Health Fair	Yes	-	Annual
HR Technology Solutions				
Technology Focused Team	Access to our technology experts to assist in current technology service issues and evaluate current system	Yes	-	As needed
HRIS Analysis & System selection	Our team can be engaged for a formal project to analyze and select new HRIS	Yes	-	As needed
Preferred Partners	Access to HUB national HR/Payroll vendor partnerships and preferred pricing	Yes	-	As needed

Exhibit B
Compensation Agreement

In consideration of the Consulting Services, HUB's suggested compensation structure is as follows:

July 1, 2021: *(New HUB Standard Compensation begins)*

- \$60,000 annual service fee
 - *This annual service fee is guaranteed for a three (3) year period.*
 - *This service fee is paid quarterly, in the quarterly amount of \$15,000*
 - *10% of HUB's annual compensation qualifies for "compensation at risk". See "HUB Service Pledge".*
 - *If HUB outperforms your expectations, and Chisago County feels additional compensation is worthy, both Chisago County and HUB will agree to additional compensation.*

HUB Service Pledge

HUB is proud of its service and willing to discuss reasonable performance standards. HUB is willing to put a portion of our fees at risk. HUB will place **10%** of the stated fee at risk if you determine that the services outlined in this proposal are not met.

- If desired, we would work with you to develop a “Service Score Card” to assess HUB’s service performance. Again, HUB’s relationship with you is a “benefits partnership” and like any partnership, requires evaluation and fine-tuning. HUB’s goal is to meet and/or exceed your expectations.
- The fees at risk will be qualified based on the following:
 - **50%** of the fees at risk will be based on successful completion of the following:
 - A client meeting calendar, setting forth the touchpoints throughout the year to move your strategy forward
 - Strategic meetings to discuss the market landscape, what other employers are doing (in general and in your space)
 - Renewal meeting presenting financial status and impact of renewal as well as mitigating ideas to reduce, defer or defray costs.
 - Discussions around a long-term strategic vision for the plans and programs.
 - **25%** will be a simple “thumbs up” or “thumbs down” from you based on your satisfaction of our day-to-day service. We hope that any “thumbs down” situations will allow us an opportunity to discuss the sources of your dissatisfaction and provide chances to rectify them.
 - **25%** will be based on completion of an Annual Stewardship Review, where we will discuss all program changes and financial impacts; as well as review the areas where we can work better with you, our business partner. This meeting will include our Service Team, other HUB specialty practices and your day-to-day and Executive Teams. We find that this meeting is best a few months after decisions for the upcoming year are made and before the next year’s strategic planning fully kicks off (e.g., January, February or March for a 1/1 renewal).

**AMENDMENT TO
SERVICES AGREEMENT WITH HUB INTERNATIONAL MIDWEST LIMITED
ADDITIONAL TERMS AND CONDITIONS**

Whereas, Hub International Midwest Limited, doing business at 245 Roselawn Ave E., Suite 31, Maplewood, MN 55117 and Chisago County, a municipal corporation, located at 313 North Main Street, Center City, Minnesota 55102, intend to enter into a professional services agreement for the purchase consulting, brokering, and advisory services; and

Whereas, pursuant to Minnesota law and policy, Chisago County requires certain provisions to comply with said law or policy;

Therefore, as additions to the terms and conditions as set forth in the Services Agreement, the Parties hereto agree to be bound by the following:

- A. **Prompt Payment to Subcontractors.** In the event Hub International Midwest Limited subcontracts any or all of the work under this Agreement, Hub International Midwest Limited shall only do so with the advance notice to Chisago County and, if engagement with or hiring of any subcontractors is authorized, Hub must comply with Minn. Stat. §471.425, Subd. 4a and pay the subcontractor within ten (10) days of receipt of payment from Chisago County a government entity and political subdivision of the State of Minnesota.
- B. **Insurance.** Hub International Midwest Limited and any subcontractors performing work under this Agreement shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement whether the operations are by Hub International Midwest Limited or by a subcontractor or by anyone directly or indirectly employed by Hub International Midwest Limited under the Agreement. Insurance minimum coverage shall be at \$500,000 per claim and \$1,500,000 per occurrence, or \$3,000,000 in the aggregate. Should Hub International Midwest Limited maintain coverages in excess of the level set forth in the Municipal Tort Claims Act, Minn. Stat. 466, said coverage shall not constitute a waiver of those limits available to the Customer, Chisago County.
- C. **Non-discrimination.** To the extent Minnesota is applicable to the services under this Agreement, Hub International Midwest Limited will comply with the provisions of Minn. Stat. §181.59 which require that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to

prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

- D. **Data Practices and Management.** Hub International Midwest Limited and Chisago County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Chisago County in accordance with this Agreement, and as that Chapter applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Hub International Midwest Limited in accordance with this Agreement. The civil remedies of Minnesota Statute §13.08 apply to the unauthorized or erroneous release (or breach) of the data referred to in this clause. In the event Hub International Midwest Limited receives a request to release any data referred to in this clause, Hub International Midwest Limited must promptly notify Chisago County. Chisago County will give Hub International Midwest Limited instructions concerning the release of the data to the requesting party before the data may be released.
- E. **State Audits.** The books, records, documents and accounting procedures and practices of Hub International Midwest Limited relevant to this contract, shall be subject to examination by Chisago County and any county, state or legislative auditor, for a minimum of six (6) years following termination of this Agreement, pursuant to Minn. Stat. 16C.05, Subd. 5.
- F. **Affirmative Action.** Chisago County intends to carry out its responsibility under Minn. Stat. §363A.36 requiring that Hub International Midwest Limited comply with the Affirmative Action Requirements. Hub International Midwest Limited, with over 40 full-time employees on a single working day within the past twelve (12) months, shall comply with all requirements of Minnesota's affirmative action provisions, and if Hub International Midwest Limited does not have a Certificate of Compliance, that Hub International Midwest Limited shall certify that it is in compliance with federal affirmative action requirements.

This addendum is fully executed along with the Services Agreement entered by the Parties as the Parties' intent to be fully bound by both.

Customer Chisago County:

CONTRACTOR

Chair of the Board of Commissioners

Affirmed:

Clerk to the Board of Commissioners.

Reviewed: Janet Reiter Date: 12/30/2021
Janet Reiter
Chisago County Attorney

Chisago County Government Center

Front Door Court Security

Prohibited Items Confiscations	2021												Total Prohibited Items	Total Prohibited Items Confiscated
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Sharp objects	19	26	38	40	59	34	34	42	42	50	38	43	465	
Guns, Firearms, Magazines	1	0	1	1	0	0	0	0	1	0	4	1	9	
Martial arts and self-defense items	0	1	0	0	0	0	0	1	7	0	1	0	10	
Tools & Sporting goods	8	4	0	6	9	10	8	6	0	3	9	11	74	
Chemicals and other Dangerous Items	2	4	5	3	2	3	5	3	2	4	0	2	35	
Total Prohibited Items Confiscated	30	35	44	50	70	47	47	52	52	57	52	57	593	
Bag count	863	837	1196	1388	1832	1311	1442	1557	1694	1934	1489	1418	16,961	

Services Rendered	2021												Total Services Rendered
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Distruptive/Suspicious Persons Calls	1	1	1	0	0	1	1	0	4	0	0	0	9
Medical Assists	0	0	0	1	0	0	0	0	0	0	0	0	1
Officer/Deputy/Probation/911 Assist	1	1	0	0	0	1	1	4	0	0	2	0	10
Emotional Disturbed Persons	0	0	0	0	0	0	0	0	0	0	0	0	0
Handicap/Elderly Assists	0	0	4	1	2	5	0	6	0	12	1	6	37
Escorts to Motor Vehicle	0	0	0	0	0	0	7	0	0	1	0	4	12
Child Protection Referral	0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Lot Security Inspection	2	0	2	3	10	16	9	10	13	17	10	8	100
Door and Fire Alarms	1	2	1	1	3	4	1	2	0	2	0	0	17
Misc. Services Rendered	0	2	0	1	4	0	0	0	5	1	0	2	15
RAPISCAN CHECKED 7/13/21													
Total Services Rendered	5	6	8	7	19	27	19	22	22	33	13	20	186

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